



LEGISLATIVE BRANCH CITY OF BINGHAMTON

Teri Rennia, City Council President
Jeremy Pelletier, City Clerk

CITY COUNCIL WORK SESSION AGENDA City Council Work Room, 38 Hawley Street, Binghamton Monday October 6, 2014

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	MPA	Motsavage	RL 14-141: Agreement with Vestal and Johnson City for combined SWAT Team	84-89	Chief Joseph Zikuski, Jared Kraham
	MPA	Motsavage	RL 14-142: Agreement with Binghamton University for police services	90-92	
6:30pm	Finance	Berg	RL 14-137: Correct budget amount between funds for \$1,091.81	73-75	Chuck Shager
	Finance	Berg	RL 14-139: Correct budget amount between funds for \$375,843	78-80	
6:45pm	Finance	Berg	RL 14-138: Transfer in 2014 Risk Management budget for legal services	76-77	Kenneth J. Frank
7:00pm	-----	-----	Discussion: Review of Traffic Board Meeting Minutes & Decisions	98-101	Councilman Berg
	-----	-----	Discussion: Planning Commission representatives by City Council district	-----	
	-----	-----	Discussion: Review of salaries of non-union employees	-----	
7:15pm	Finance	Berg	RL 14-145: Transfers in 2014 for demolitions	114-119	Bob Murphy
7:30pm	-----	-----	Discussion: 2013 Audit Report	-----	Duane Shoen, Chuck Shager
8:30pm	-----	-----	Discussion: Review potential RFP for Ely Park Golf Course	-----	Bill Barber
	Finance	Berg	RL 14-135: Receive funding from Broome County Youth Bureau for Summer Fun Youth Development	16-31	
	Finance	Berg	RL 14-140: Transfer funds from Sale of Greenman Senior Center	81-83	
	PW/Parks	Motsavage	RL 14-143: Agreement with Palumbo Group for bath house design at Cheri Lindsey Park and Webster St. Park	93-97	
8:45pm	Finance	Berg	RL 14-129: Revision to 2012 and 2013 capital budget	1-6	Gary Holmes
	Finance	Berg	RL 14-131: Suppl Agreement No. 2 with NYSDOT for Riverside Drive/Beethoven Street project	7-8	
	PW/Parks	Motsavage	RL 14-134: Suppl Agreement No. 2 with Clark Patterson Lee for Susquehanna North Bank Trail project	9-15	
	Finance	Berg	RL 14-136: Agreement with Housing	32-72	



LEGISLATIVE BRANCH CITY OF BINGHAMTON

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	Finance ----- -----	Berg ----- -----	Trust Fund Corporation for CDBG-DR Program RL 14-144: 2014 budget transfers for street repairs Discussion: Review of Department of Public Works concerns Discussion: Review of engineer job description for JSTP work	110-113 ----- -----	
9:15pm	-----	-----	Discussion: Review of Committee Reports & Pending Legislation Discussion: RFQ for Binghamton Parking Study	----- 102-109	Council President Rennia

COMMITTEE REPORTS

Employees Committee: Berg (Chair), Webb, Papastrat

Potential amendments to residency requirements for City of Binghamton employees.

Municipal & Public Affairs Committee: Motsavage (Chair), Webb, Matzo

Potential amendments to the City of Binghamton's noise ordinance regulations.

Public Works/Parks & Recreation Committee: Motsavage (Chair), Berg, Mihalko

Review the Traffic Signal Removal Study.



Legislative Branch

RL Number:

14-129

Date Submitted:

9/12/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Commissioner/Public Works

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: Substitute Approved Lease Equipment Purchase

Suggested Content: In the adopted 2012 & 2013 capital lease budget City Council approved the purchase of a Transfer Trailer & Asphalt Recycler. The Public Works Department wishes to substitute

a John Deere Front End Loader at a cost of \$164,956 for the previously approved items.

No Budget Line

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): 2012 & 2013 Budget

Mayor:	<u>Michael J. David</u>				
Comptroller:	<u>[Signature]</u>				
Corporation Counsel:	<u>[Signature]</u>				
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

CITY OF BINGHAMTON 2013 CAPITAL IMPROVEMENTS PLAN

SOURCES OF FUNDING

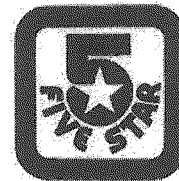
PROJECT/DEPARTMENT	2013 BAN	2013 Capital Lease	CHIPS	Water Fund	Sewer Fund	Parking Ramp Fund	Sale of Equipment	General Fund	TOTAL COST
EQUIPMENT									
POLICE									
Police Cars (6 @ 31,000)		186,000					10,000		186,000
Equipment/Repair									10,000
FIRE									
Equipment/Repair							20,000		20,000
Rescue One Connector Boat & Trailer		35,000							35,000
PARKING RAMPS									
Encoding Ticket Dispenser	18,586								18,586
PARKS									
Parks Equipment		90,000						30,000	30,000
8 Ton Dump Truck 4 x 2		19,000							19,000
Ball Field Grooming Machine		87,000							87,000
Large Area Mower									
PUBLIC WORKS									
Equipment/Repair		90,000					20,000		20,000
* Asphalt Recycler									90,000
Compactor & Structure @ Transfer Station	100,000								100,000
Electrician Support Vehicle		50,000							50,000
10-Wheel Dump Truck		185,000							185,000
WATER/SEWER									
Building Repairs (Transm/Distrib)				25,000					25,000
Building Rep/Add (Water Filtration Upg)				60,000					60,000
Lab Equipment				7,500					7,500
River Crossing				-					-
Main Valves / Fittings				70,000					70,000
CSO Repair				-	10,000				10,000
Equipment Rehab				50,000					50,000
Equipment Replacement				80,000	75,000				155,000
Water Program				50,000					50,000
TOTAL EQUIPMENT	118,586	742,000	-	342,500	85,000	-	50,000	30,000	1,368,086

**CITY OF BINGHAMTON
2012 ADOPTED BUDGET**

CITY OF BINGHAMTON 2012 CAPITAL IMPROVEMENTS PLAN

SOURCES OF FUNDING

PROJECT/DEPARTMENT	2012 BAN	CHIPS	Water Fund	Sewer Fund	Parking Ramp Fund	Sale of Equipment	General Fund	TOTAL COST
EQUIPMENT								
POLICE								
Police Cars (2)	44,000							44,000
Equipment/Repair						10,000		10,000
FIRE								
Equipment/Repair						20,000		20,000
75' Platform Ladder Truck	708,000							708,000
PARKING RAMPS								
1/2 Ton Truck w/ plow & salt spreader	32,000							32,000
PARKS								
Parks Equipment							30,000	30,000
Medium Duty Truck w/ Chipper body	64,000							64,000
5-Ton 4x4 dump truck w/ plow	54,500							54,500
1-Ton Dump Truck w/ plow	49,500							49,500
4-Wheel Dr Compact Tractor w/ cab & plow	25,000							25,000
PUBLIC WORKS								
Equipment/Repair						20,000		20,000
City Hall Generator	150,000							150,000
International 7500 4x2 w/ Plow & Salt	135,000							135,000
International 4300 4x4 w/ Plow & Salt	129,000							129,000
International 7300 SFA 4x2 w/ Body Pkg	128,000							128,000
4x4 Pickup Parts Runner	-							-
Ford F-550 4x4 Dump Plow	58,560							58,560
Small Paving Roller	-							-
Myers Snow Plows for F-550 (5)	25,000							25,000
Replace 1999 Jeeps (2)	-							-
* Transfer Trailer	70,000							70,000



Quote Summary

Prepared For:

City Of Binghamton Purchasing Purchasing
38 Hawley St
Binghamton, NY 13901

Prepared By:

Scott Wiedemann
Five Star Equipment, Inc.
1653 Ny Rt. 11
Kirkwood, NY 13795
Phone: 607-775-2006
Mobile: 607-343-7221
wiedemannscott@fse-i.com

Quote Id: 9607721
Created On: 30 April 2014
Last Modified On: 05 May 2014
Expiration Date: 30 May 2014

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 624K LOADER	\$ 164,956.00 X	1 =	\$ 164,956.00
Equipment Total			\$ 164,956.00

Quote Summary

Equipment Total	\$ 164,956.00
SubTotal	\$ 164,956.00
Total	\$ 164,956.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 164,956.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment



Quote Id: 9607721

Customer: CITY OF BINGHAMTON PURCHASING PURCHASING

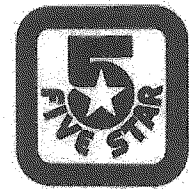
JOHN DEERE 624K LOADER

Hours:

Stock Number:

Code	Description	Qty
7650T	624K LOADER	1
Standard Options - Per Unit		
0810	624K Standard Gathering Group	1
0924	John Deere PowerTech PVS 6.8L meets EPA FT4 and EU Stage IV Emissions (186 Net Peak hp)	1
1010	624K Loader	1
1110	4-Speed Transmission	1
1215	130 amp Alternator	1
1330	Engine Muffler with Chrome Exhaust Stack	1
1410	Air Intake system without Precleaner Engine	1
1510	Standard Fan Drive	1
1610	Standard Fuel Filter & Water Separator	1
1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica	1
1910	Greased Steering Cylinder Joints	1
2010	Z-BAR with Standard Greased Pin Joints	1
2120	Steering Wheel Only	1
2230	Premium Heated, Leather/Fabric, High- Wide Back with Head Rest Extension, Air Suspension Seat with Conventional Left Arm Rest	1
2432	3 Function -- Joystick with FNR and 3rd Function Auxiliary Control Lever	1
2510	Ride Control	1
2605	English Labels and Decals	1
2708	24 Volt to 12 Volt - 8 Amp Converter	1
2850	Embedded Payload Scale (EPS)	1
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1
3120	Manual Axle Differential Lock	1
4412	20.5R25 L2 Single Star VUT Bridgestone Radial Tires w/ 3 pc. Rims	1
5530	Front Fenders	1

Selling Equipment



Quote Id: 9607721

Customer: CITY OF BINGHAMTON PURCHASING PURCHASING

5610	Left Side Steps	1
7110	Halogen Work and Drive Lights	1
8210	Cast Hitch	1
8320	Heated Outside Mirrors	1
8422	ROPS Quiet Cab with Air Conditioning	1
8450	Cab with Air A/C Charge	1
8560	Z-BAR Hydraulic Attachment Coupler	1
8850	3.5 Cu. Yd. (2.7 Cu. M.) GP Coupler Bucket with Bolt-on Cutting Edge	1
9015	Engine Block Heater	1
9043	Environmental Drains and Sampling Ports	1
9105	AM/FM/WB Radio	1
9125	Single Beacon Bracket	1
9140	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1
9420	Transmission Side Frame Guards	1
9430	Bottom Guards	1
9520	License Plate Bracket and Light	1
Other Charges		
	Freight	1
	Setup	1



Legislative Branch

RL Number:

14-131

Date Submitted:

9/15/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Acting City Engineer, Engineering Dept.

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: Supplemental No. 2 with NYSDOT on the Riverside Dr/Beethoven Signal

Upgrade Project, PIN 9753.60, for Construction Inspection and Additional Design Work.

Suggested Content: Enter into a Supplemental No. 2 Agreement with the NYSDOT on the

Riverside Dr/Beethoven St Signal Upgrade Project, PIN 9753.60 in the amount of \$21,220 for

construction inspection and additional design work. Funding is available in budget line

H1650.525139.40914 - Traffic Signal Riverside/Beethoven. Reimbursed 80% by Federal funds and 15%

Marchiselli funds.

Additional Information

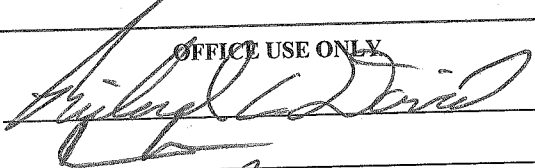


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R11-10

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION NINE
44 HAWLEY STREET
BINGHAMTON, NEW YORK 13901-3200
WWW.DOT.NY.GOV

JOHN R. WILLIAMS, P.E.
REGIONAL DIRECTOR

JOAN McDONALD
COMMISSIONER

August 27, 2014

Mr. Gary Holmes, P.E.
Public Works Commissioner
City of Binghamton
38 Hawley Street
Binghamton, NY 13901

Dear Commissioner Holmes:

RE: PIN 9753.60, D032038
Riverside Drive/Beethoven Street Signal Upgrade
City of Binghamton, Broome County

Enclosed for processing are five copies of Supplemental Agreement # 2 to Federal-Aid/Marchiselli-Aid Project Agreement (D032038) to perform the Preliminary Engineering/Design work. The work involves the upgrade of the traffic signal at the Riverside Drive/Beethoven Street intersection in the City of Binghamton, Broome County. This is a Locally Administered Project.

All five copies must have original signatures and all five copies must be notarized. In addition, five certified copies of the necessary City Resolution must accompany the Agreements (a sample resolution is included in the agreement). Please return all five copies to our Regional Office for further processing. A completed copy will be returned to you once the agreement has been fully executed.

The estimated cost for the Preliminary Engineering/Design work has increased from \$13,780 to \$35,000, or an increase of \$21,220. The City will be reimbursed 80% of \$35,000, or \$28,000, with Federal funds. The City will also be reimbursed 15%, up to \$2,067, of this \$35,000 cost through the State Marchiselli Program. Please refer to the footnote on page 3 of Schedule A regarding additional State Marchiselli Reimbursement.

Therefore, the necessary City Resolution must authorize an additional \$21,220 for this phase of the project.



Legislative Branch

RL Number:

14-134

Date Submitted:

9/15/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Acting City Engineer, Engineering Dept.

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: Supplemental No. 2 for Additional Design Services and Additional Design and

Coordination Involving the USACE (Army Corp of Engineers), and SWPPP Preparation on the

Susquehanna North Bank Trail Development Project, PIN 9009.22, by Clark Patterson Lee (CPL)

Suggested Content: Supplemental No. 2 for additional design services and coordination with USACE

and SWPPP preparation by Clark Patterson Lee (CPL) on the Susquehanna North Bank Trail

Development Project- PIN 9009.22. Funding for this Supplemental No. 2 is available in budget line

H5410.525053.92206 - Waterfront. This project will be 77% reimbursed with Federal funds.

Additional Information

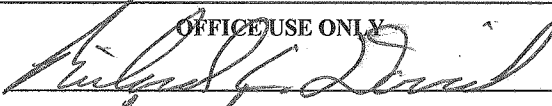

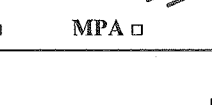
Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): O11-39

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input checked="" type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

February 5, 2014

Phillip T. Krey, P.E.
City Engineer
Engineering Department City Hall
38 Hawley Street
Binghamton, NY 13901

**Re: Susquehanna North Bank Trail Development
PIN 9009.22
Supplemental #2**

Dear Phil,

Enclosed, please find 1 copy of our Design Supplemental #2 for the Susquehanna North Bank Trail Development project. The project has experienced complications due to unforeseen coordination issues, and project delays. These complications have caused Clark Patterson Lee to exceed our design budget.

Additional Project Management Due to Extension of Project Duration

The original contract called for a time schedule of approximately 24 months between December 2008 and December 2010. Supplemental #1 added an additional 24 months between December 2010 and December 2012. Further project delays have caused the schedule to slip and final design has extended to January 2014 for an additional 13 months.

Additional Design Effort to prepare the SWPPP

Clark Patterson Lee prepared a SWPPP for the project which was not part of the original scope of work.

Additional Design and Coordination involving the USACE

Clark Patterson Lee has spent a considerable amount of time corresponding with the USACE, revising the contract documents and addressing multiple rounds of comments from the USACE.

Supplemental for Construction Inspection

Clark Patterson Lee has prepared a fee for the Construction Inspection phase of the project. This fee includes 1 inspector for 4 months and some additional Project Management time for oversight and coordination.

Summary

The total supplemental amount for Additional Design and Construction Inspection is \$139,000.

We trust this submission is in accordance with your requirements and may be presented to City Council for approval. Please call if you have any questions.

Very truly yours,
CLARK PATTERSON LEE

John J. Martin, P.E.
Sr. Vice President

Enclosures

Table A: Salary Schedule
Susquehanna North Bank Trail Development
(PIN 9009.22)
Clark Patterson Lee

February 3, 2014
Page 1

JOB TITLE	ASCE (A) OR NICET (N) GRADE EQUIV.	SALARY Avg.	RANGE Max. 2014	RANGE Max. 2015	OVERTIME CATAGORY
Principal	VIII (A)	\$75.00	\$77.00	\$80.85	A
Project Manager	VII (A)	\$49.00	\$50.00	\$52.50	A
Landscape Architect	IV (A)	\$33.00	\$34.00	\$35.70	B
Sr. Project Engineer	VI (A)	\$46.00	\$47.00	\$49.35	B
Structural Engineer	V (A)	\$48.00	\$50.00	\$52.50	B
Project Engineer	IV (A)	\$44.00	\$45.00	\$47.25	B
Project Engineer	III (A)	\$28.00	\$29.00	\$30.45	B
Jr. Project Engineer	II/I (A)	\$24.00	\$25.00	\$26.25	C
Technician IV	IV (N)	\$33.00	\$34.00	\$35.70	C
Technician III	III (N)	\$31.00	\$32.00	\$33.60	C
Technician II	II (N)	\$13.00	\$14.00	\$14.70	C
Resident Engineer	IV (N)	\$35.00	\$36.00	\$37.80	C
Construction Inspector	III (N)	\$26.00	\$27.00	\$28.35	C
Construction Inspector	II (N)	\$22.00	\$23.00	\$24.15	C
Technical Typist	NA	\$22.00	\$23.00	\$24.15	NA

OVERTIME POLICY

Category A - No overtime compensation.

Category B - overtime compensated at straight time.

Category C - overtime compensated at straight time rate X 1.50

Overtime applies to hours in excess of of the normal
working hours of 40 hours per week.

Table B: Direct Technical Labor
Susquehanna North Bank Trail Development
(PIN 9009.22)
Clark Patterson Lee

JOB TITLE	ASCE (A) OR NICET (N) GRADE EQUIV.	PROJECTED HOURLY RATE	TASKS																	
			II		III		IV		V		VI		VII		VIII		IX		X	
			Hours	Salary	Hours	Salary	Hours	Salary	Hours	Salary	Hours	Salary	Hours	Salary	Hours	Salary	Hours	Salary	Hours	Salary
Principal	VIII (A)	\$77.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	13	\$1,001.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Project Manager	VII (A)	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	180	\$9,000.00	0	\$0.00	0	\$0.00	0	\$0.00	36	\$1,800.00
Landscape Architect	IV (A)	\$34.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Sr. Project Engineer	VI (A)	\$47.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	64	\$3,008.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Structural Engineer	V (A)	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Project Engineer	IV (A)	\$45.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Project Engineer	III (A)	\$29.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	120	\$3,480.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Jr. Project Engineer	III (A)	\$25.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Technician IV	IV (N)	\$34.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Technician III	III (N)	\$32.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Technician II	II (N)	\$14.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Resident Engineer (OT)	IV (N)	\$36.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	805	\$28,980.00
Construction Inspector	III (N)	\$27.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	68	\$2,430.00
Construction Inspector	II (N)	\$23.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Technical Typist	NA	\$23.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TOTALS			0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	377	\$16,488.00	0	\$0.00	0	\$0.00	0	\$0.00	909	\$33,210.00

TASK DESCRIPTION
I DESIGN SURVEY AND MAPPING
II ROW SURVEY AND MAPPING
III PRELIMINARY TRAIL DESIGN
IV ENVIRONMENTAL STUDIES
V DETAILED DESIGN
VI FINAL CONTRACT DOCUMENTS AND ESTIMATES
VII BID & AWARD
VIII CONSTRUCTION SUPPORT SERVICES
IX CONSTRUCTION INSPECTION SERVICES
X

Table C: Direct Non-Salary Costs (does not include sub-consultants)
Susquehanna North Bank Trail Development
(PIN 9009.22)
Clark Patterson Lee

February 3, 2014
Page 3

					Reimbursable Costs
1.	Travel				
	Travel to Meetings	6 trips @ 30 miles ea. @ \$0.585/mile			\$0.00
2.	Drawings, Reports, Reproduction (Materials for Design Report, Public Meeting, and Contract Documents)				
		Each	Sheets	Total	
	Vellums	\$1.00	0	\$0.00	
	Prints	\$0.50	10	\$5.00	
	Mylars	\$5.00	0	\$0.00	
	Report Copies	\$0.12	2000	\$240.00	
	Plan Copies	\$0.12	300	\$36.00	
	Color Copies	\$1.50	50	\$75.00	
	Total Drawings, Reports, Reproduction				\$0.00
3.	Survey Personnel Costs				
	Wage Differential		Hours	Rate	Total
	Party Chief	III (N)	0	\$7.43	\$0.00
	Instrument/Rod Person	II (N)	0	\$13.13	\$0.00
	Sub-Total Wage Differential				\$0.00
	Supplemental Benefits		Hours	Rate	Total
	Party Chief	III (N)	0	\$14.56	\$0.00
	Instrument Person	II (N)	0	\$14.83	\$0.00
	Sub-Total Supplemental Benefits				\$0.00
	Total Survey Personnel				\$0.00
3.	Sampling & Testing				
	Soil Borings (assume 2)			\$3,000.00	\$0.00
4.	Postage and Shipping (estimated)				\$0.00
	\$80				\$0.00
5.	Photographs				
	0 rolls @	\$10.00	\$0.00		
	160 reprints @	\$0.25	\$40.00		
	Total Photographs				\$0.00
Total Direct Non-Salary Costs					\$0.00

Table D: Summary of Costs
Susquehanna North Bank Trail Development
(PIN 9009.22)
Clark Patterson Lee

	Direct Labor	Premium Overtime Labor	Overhead	Fixed Fee	Total
II DESIGN SURVEY AND MAPPING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
III ROW SURVEY AND MAPPING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IV PRELIMINARY TRAIL DESIGN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
V ENVIRONMENTAL STUDIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VI DETAILED DESIGN	\$16,489.00	\$0.00	\$24,733.50	\$6,183.38	\$47,405.88
VII FINAL CONTRACT DOCUMENTS AND ESTIMATES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
VIII BID & AWARD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IX CONSTRUCTION SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
X CONSTRUCTION INSPECTION SERVICES	\$30,780.00	\$2,430.00	\$46,170.00	\$11,542.50	\$90,922.50
DIRECT NON-SALARY COSTS					\$0.00
Subconsultant Cost: MJ Engineering (Design Surveying and Mapping and Environmental Studies)					\$0.00
Subconsultant Cost: Deuel Archeological					\$0.00
Subconsultant Cost: Woidt Engineering					\$0.00
TOTAL					\$138,328.38
					Maximum Amount Payable \$139,000.00

Overhead = 150% on Direct Labor only
Fixed Fee = 15% on Direct Labor + Overhead

**Susquehanna North Bank Trail Development
Supplemental #2**

Scope Section	Description	Principal	Project Manager	Landscape Architect	Sr. Project Engineer	Structural Engineer	Project Engineer	Project Engineer	Jr. Project Engineer	Technician IV	Technician III	Technician II	Resident Engineer	Construction Inspector	Construction Inspector	Technical Typist	Total Hours
		VIII (A)	VII (A)	IV (A)	VI (A)	V (A)	IV (A)	III (A)	III (A)	IV (N)	III (N)	II (N)	IV (N)	III (N)	II (N)	NA	
<p>General</p> <p>This supplemental Agreement #2 is for additional project management due to extension of project duration, additional design effort to prepare the SWPPP, additional design and coordination involving the USACE and supplemental for construction inspection services.</p>																	
II DESIGN SURVEY AND MAPPING																	
	TOTAL - DESIGN SURVEY AND MAPPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
III ROW SURVEY AND MAPPING																	
	TOTAL - ROW SURVEY AND MAPPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IV PRELIMINARY TRAIL DESIGN																	
	TOTAL - PRELIMINARY TRAIL DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
V ENVIRONMENTAL STUDIES																	
	TOTAL - ENVIRONMENTAL STUDIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VI DETAILED DESIGN																	
	Additional Project Management due to extension of project duration. 13 months at 8hrs per month =	13	104														117
	Preparation of the SWPPP		16		40		60	60									116
	Additional design and coordination involving the USACE		60		24		60	60									144
	TOTAL - ADVANCED DETAIL TRAIL PLANS	13	180	0	64	0	0	120	0	0	0	0	0	0	0	0	377
VII FINAL CONTRACT DOCUMENTS AND ESTIMATES																	
	TOTAL - FINAL TRAIL PS&E	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
VIII BID & AWARD																	
	TOTAL - BID & AWARD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IX CONSTRUCTION SUPPORT SERVICES																	
	TOTAL - CONSTRUCTION INSPECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
X CONSTRUCTION INSPECTION SERVICES																	
	Construction Inspection oversight and Coordination 4 months x 8hr/mo		24														24
	Inspection: Preconstruction		4										40				44
	Inspection: 1 inspector 3 months x 170 hrs/month												510				510
	Inspection: 1 inspector 3 months x 45 hrs/month - OT												135				135
	Inspection: Post construction and closeout		8										120				128
	TOTAL - CONSTRUCTION ADMINISTRATION	0	36	0	0	0	0	0	0	0	0	0	805	0	0	0	841
TOTAL ESTIMATED HOURS																	
		13	216	0	64	0	0	120	0	0	0	0	805	0	0	0	1218



Legislative Branch

RL Number:

19-135

Date Submitted:

9/25/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: William M Barber

Title/Department: Director of Parks & Recreation

Contact Information: 772-7017

RL Information

Proposed Title: ~~Receive~~ [★] Receive Broome County Youth Bureau "Summer Fun" Youth Development funding.

~~★~~ A Resolution Authorizing the Mayor to Enter into a Contract with Broome County to *

Suggested Content: \$9700.00 reimbursement for Summer Fun Youth Program in the City of Binghamton

Additional Information

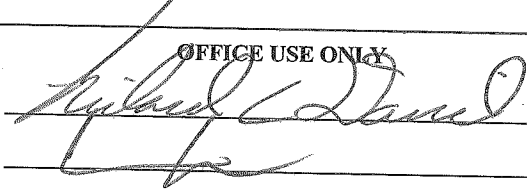


Does this RL concern grant funding? Yes ☒ No ☐

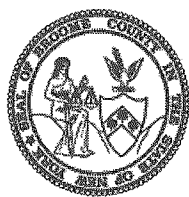
If 'Yes', is the required RL Grant Worksheet attached? Yes ☒ No ☐

Is additional information related to the RL attached? Yes ☒ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Broome County Attorney's Office

Debra A. Preston, County Executive . Robert G. Behnke, County Attorney

August 27, 2014

City of Binghamton
Dept. of Parks & Recreation
38 Hawley St.
Binghamton, NY 13901
ATTN: Sheri Tyler


Re: Broome County Youth Bureau – Summer Fun – 1/1/14-12/31/14 - CA 65-172

Dear Madam:

Enclosed herewith please find two copies of the agreement in regard to the above-captioned matter. Please have these signed by the appropriate representative, have the signature notarized, and return all copies to this office. We will then have the contracts signed by the County Executive and will forward a fully executed copy to you for your files following receipt and approval of all required insurance documentation.

Thank you for your cooperation in this matter.

Very truly yours,


Peter Rostboom
Law Department

Enc.

Broome County Office Building . 60 Hawley Street . P.O. Box 1766 . Binghamton, New York 13902
Phone: (607) 778-2117 . Fax: (607) 778-6122 . Email: bclaw@co.broome.ny.us

AGREEMENT

CA 65-172

THIS AGREEMENT, made and entered into as of the day of 2014 between the COUNTY OF BROOME, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at the County Office Building, Government Plaza, Binghamton, New York 13901, hereinafter referred to as "County", and the CITY OF BINGHAMTON, having its principal place of business at 38 Hawley Street, Binghamton, New York 13901, hereinafter referred to as "Contractor".

WHEREAS, the Contractor operates a program known as the "Summer Fun"; and

WHEREAS, the County of Broome desires that the Contractor furnish the services of said program; and

WHEREAS, the execution of this Agreement was authorized by the Broome County Legislature by Resolution No. 14-248, duly adopted on July 17, 2014, a copy of which is attached hereto and incorporated herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide the services of the "Summer Fun" (hereinafter called "Program"), in accordance with the proposal attached hereto as Exhibit "A", which Exhibit "A" is incorporated herein by reference and made a part hereof.

2. PAYMENT

(a) For the full and satisfactory performance of all services hereunder, the County agrees to pay to the Contractor an amount not to exceed Nine Thousand Seven Hundred Dollars (\$9,700.00).

(b) Payments shall be made upon the proper completion and submittal of any and all required forms, invoices, certificates or other documents as may be required by the Comptroller of Broome County, and upon the Contractor's compliance with any and all claiming procedures required by the County and/or the New York State Office of Children & Family Services. The Contractor shall also supply the County with any bills or vouchers which may be requested by the Comptroller for State Reimbursement purposes.

(c) The expenditure of the above authorized funds for the Contractor's Program shall be subject to and contingent upon receipt by the Broome County Comptroller, from the Broome County Youth Bureau

and from the State of New York, of documentation or other evidence satisfactory to the County Comptroller indicating that the State of New York has, in fact, authorized and committed the State aid referred to in Exhibit 'A' for the Contractor's Program.

(d) In the event that there shall be any reductions or cuts in State aid for such Program, or in the event the State shall in any manner whatsoever fail to reimburse and pay to the County all or any part of the State aid funds anticipated to be received by the County for such Program, the Contractor herein agrees and hereby obligates itself to repay and reimburse the County for any and all payments made by the County to the Contractor in anticipation of the receipt of State aid reimbursement and which anticipated State aid was not received by the County.

(e) In the event New York State disallows any Contractor claim for which Broome County has advanced funds, the Contractor shall be liable for the repayment of any such disallowed claim, and agrees to refund the full amount of any such disallowed claim to Broome County within ten (10) days after receipt of a written demand therefor.

3. TIME OF PERFORMANCE

The Contractor shall perform the services hereunder during the term January 1, 2014 through December 31, 2014.

4. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the County and any of its officers, agents and employees from and against all claims, demands, causes of action and judgments arising out of injuries to persons and damage to property of whatever kind or nature arising out of the performance of this Contract, whether caused in whole or in part by the Contractor or any of its officers, agents or employees.

5. INSURANCE

The Contractor shall secure and maintain during the course of this contract all insurance coverages outlined in the Insurance Requirements Form, attached hereto and incorporated herein as Exhibit "B". All insurances shall be maintained in full force and effect during the entire term of this agreement.

The Contractor shall provide certificates of insurance suitable to the County, stating that the above coverages are in force and will remain in force throughout the term of this Agreement. A minimum of thirty (30) days prior written notice shall be given to the County of any cancellation, non-renewal or substantial change in coverage.

In addition, the Contractor shall file with the County a list of all bank accounts maintained by the

Contractor, authorizing resolutions approved by the Contractor's governing board, and a list of individuals authorized to issue checks or make withdrawals from said account.

6. CONTRACTOR'S RESPONSIBILITIES

In consideration of the County's contribution to the cost of the Program, the Contractor agrees to follow and comply with the following procedures in the implementation and operation of said Program:

- a) Members of the Contractor's staff shall meet or be in monthly contact with Broome County Youth Bureau staff during the term of this Agreement, in order to discuss the program and keep the County informed as to its current status.
- b) Written monthly reports summarizing the Program's goals and accomplishments to date will be submitted by the Contractor to the Broome County Youth Bureau during the term of this Agreement, and a written annual report will be submitted no later than January 31, 2015.
- c) Any proposed major changes in Program scope or direction during the term of this Agreement must be submitted for review and approval by the Broome County Youth Bureau prior to implementation in order to ensure reimbursement.
- d) Contractor's Board of Directors shall operate in accordance with the application as approved by the New York State Office of Children and Family Services.
- e) Contractor shall inform the Broome County Youth Bureau of any changes in Board of Directors' membership during the entire term of this agreement.
- f) Family members of persons on the Contractor's Board of Directors shall not be employed by the Contractor during the entire term of this agreement.
- g) Contractor shall provide equal employment opportunities to all job applicants, and further shall not discriminate against any job applicant because of race, color, creed, sex, national origin, sponsor or disability.
- h) Contractor shall provide equal access to services for all qualified youth regardless of race, creed, color, national origin, sex or disability.
- I) All programs operated by the Contractor shall be operated safely, supervised sufficiently and all equipment and facilities shall be regularly maintained and inspected.
- j) No fee may be charged for programs supported by State aid.
- k) Contractor shall furnish a copy of any rental or lease agreements with Broome County Youth Bureau if funds from the grant are used to pay said agreement.

- l) Contractor shall provide copies of consultant agreements if any consultant is to receive funds from this grant. Said written contract with consultants must include payment schedule, performance objectives and time indicators.
- m) Contractor shall make available client records to Youth Bureau staff in accordance with monitoring visit(s) by Youth Bureau.
- n) Contractor shall maintain inventory records for equipment purchased with state funds. Equipment is defined as any item which has a life expectancy more than two years and cost over \$200.00. This applies regardless of the percentage of state funds used or contract period during which the purchase was made. An equipment inventory form or electronic (computer) record must be maintained on each piece of equipment containing the following information: contract or grant year, funding source, contract number if applicable, inventory decal number, name of item, description, location, date of purchase, cost, signature of authorized person, date form or electronic record was completed. Equipment purchased may not be sold or disposed of without written authorization. Written authorization will be provided to a sub-recipient of the County by a County representative.

7. STATE REQUIREMENTS

This Agreement shall be subject to any and all conditions imposed by the New York State Office of Children and Family Services for the receiving of aid for the Program set forth in Exhibit 'A'.

8. IN-KIND SERVICES

The Contractor shall provide any and all in-kind services as may be required by or needed for the services and programs set forth in Exhibit 'A'.

9. NEW YORK STATE APPROVAL OF FUNDING

This Agreement shall be contingent and conditioned upon approval by the New York State Executive Department, Office of Children & Family Services, of the project and the budget set forth or referred to herein, and further is conditioned upon approval of the payment of State aid funds in the amount referenced in the above Paragraph 2(a) for said Program, and if such approval and State aid is not authorized, this Agreement shall be null and void and of no effect. If the amount of the County's contribution, as set forth herein, is based upon a ratio with either the State or Federal Governments, and in the event that the ratio is changed, the County reserves the right to change its contribution accordingly. It is understood and agreed that the County appropriation of funds for payment to be made by it under this Agreement is expressly conditioned upon the approval of State funds to pay all of the County costs or obligations for services

rendered under this Agreement. Should State funds not be approved for the Program herein described, or should State funds be withdrawn or discontinued or reduced, the County shall have the sole option to terminate this Agreement on and after the date on which the County is notified or becomes aware that such State aid will not be available. In addition, the County, in its sole discretion, shall have the right to terminate this contract upon thirty (30) days written notice to the Contractor and, in the event of such termination, the County shall have no further obligation or duty to pay any funds to the Contractor, except such sums as may have been already expended or obligated by the Contractor as of the date of such notifications of termination.

10. MODIFICATION

Without limiting any rights conferred upon the County in clause number eleven of this contract, the County reserves the right to negotiate a modification of the contract, in the event the Contractor fails to take adequate corrective action within thirty (30) days after receiving a written notice of default from the County regarding any of the Contractor's obligations under the contract, including but not limited to, the Contractor's inability to achieve the stated targets.

11. TERMINATION

This agreement may be terminated by either party by serving written notice on the other party at least thirty (30) days prior to its termination. All written notices affecting agreement termination must be delivered by certified mail and will be considered effective upon personal delivery to the Broome County Law Department, or five (5) calendar days after deposit in a United States Post Office Box with all postage paid.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

COUNTY OF BROOME

By _____
JOHN M. BERNARDO
Deputy County Executive

CITY OF BINGHAMTON

By _____
Title _____

STATE OF NEW YORK):

COUNTY OF BROOME):

On this day of in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared **John M. Bernardo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK):

COUNTY OF BROOME):

On this day of in the year 2014, before me, the undersigned, a notary public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title: Summer Fun		OCFS ID# (For County Use Only)		Program Year: 2014	
FUNDING INFORMATION					
Funding Category: <input checked="" type="checkbox"/> Youth Development Funding <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II		County: Broome			
FUND AMOUNTS					
Total Program Amount: 104,425		OCFS Funds Requested: 15,000			
Amount Allocated: 9,700		60% State Aid [RHYA Programs ONLY]		% Tax Match	
		% Agency Cash:		% In Kind	
AGENCY INFORMATION					
This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		Federal ID #: 15-6000 404		Charities Reg. #:	
Agency Website: www.cityofbinghamton.com		Implementing Agency: Parks & Recreation			
Mailing Address: 38 Hawley St.					
Address Line 2:					
City: Binghamton		State: NY		Zip Code: 13901	
EXECUTIVE DIRECTOR FOR AGENCY					
Last Name: David		First Name: Richard			
Title: Mayor		Phone Number: 607-772-7001		Extension:	
Fax Number:		E-Mail:			
CONTACT PERSON FOR AGENCY					
Last Name: Tyler		First Name: Sheri			
Title: Recreation Leader		Phone Number: 607-772-7017		Extension:	
Fax Number: 607-772-7068		E-Mail: smt Tyler@cityofbinghamton.com			
PERIOD OF ACTUAL PROGRAM OPERATION					
FROM: 7/7/14		TO: 8/15/14		HOURS OF OPERATION	
FROM: 8:00 am		TO: 3:30 pm			
<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain) Monday - Friday					
EXHIBIT A					

EXECUTIVE DIRECTORY/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County Youth Bureau does NOT guarantee funding will be allocated to your program.

☐ Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

Projected Total Program Enrollment	Projected Daily Attendance
550	100
PROGRAM SUMMARY: (Maximum of 100 words) Summer Fun is a 6 week long program that operates Monday - Friday, 9 am to 3 pm. Each school we operate in is located in the City. The geographic location will remain the same at 4-7 Binghamton Elementary Schools. The children participate in morning education, afternoon playground activities and services, group games and individual educational projects. The variety of activities and services that we present help strengthen academic objectives and social skills. Meals and snacks are provided at no charge. Seventy-five percent of these children are given an opportunity to participate in programs that are not self-generated otherwise.	

PROGRAM SITES Most Significant (3 Maximum)		Assembly Dist. No.	NYS Senate Dist. No.	Local Planning Board	City Council District
Type	Address (Street, City, State, Zip)				
Program	Ben Franklin School				
Program	Theodore Roosevelt Sch.				
Program	Horace Mann Sch.				

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)	MALE	40	FEMALE	60
---	------	----	--------	----

ETHNICITY: (Enter number of participants per ethnic group)	WHITE	200	BLACK OR AFRICAN AMERICAN	350	HISPANIC OR LATINO	50
	AMERICAN INDIAN OR ALASKAN NATIVE			ASIAN		
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER			TWO OR MORE RACES		

AGES	0-4	0	5-9	90	10-14	10	15-17	0	18-20	0	21 +	0
------	-----	---	-----	----	-------	----	-------	---	-------	---	------	---

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described)	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
IF "YES", Youth aging out of foster care	Children of incarcerated parents	
Youth in the juvenile justice system who re-enter the community	Runaway and Homeless Youth	

Please describe (in 100 words maximum per feature) how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings below.

Features of Youth Development Settings (School, Home and Community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
Physical & Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Summer Fun offers a safe and up to date environment for ages 5-10. Our facilities are all based in City Schools or City Parks which are maintained daily. All facilities are safe & clean.

Risk Management & Insurance Specifications

Project Description or Contract Number	Award grant money to various agencies to promote and provide youth activity, safety, mentoring, etc...
Date Issued	August 26, 2014
Vendor name ("Contractor")	Various Grant Recipients
County Department	Parks, Recreation and Youth Service

Please read these specifications very carefully. These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--:VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

EXHIBIT B

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits
<u>Commercial General Liability (CGL) including:</u> <ul style="list-style-type: none">➤ Products & completed operations shall not be excluded.➤ Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.➤ <u>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)</u>	1,000,000 / 2,000,000 Per occurrence / minimum annual aggregate limit
<u>Workers' Compensation and Employer's Liability</u> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory amount / 100,000
<u>Disability Insurance</u> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked.	Statutory limits

2. The certificate face shall:

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

3. Proof of Workers' Compensation Coverage must be provided on WCB form C-105.2 or U-26.3

4. Proof of NYS Disability Coverage must be provided on WCB form DB-120.1 OR DB-820/829 OR DB-155

5. The Additional Insured & Certificate Holder should read:

County Of Broome

Attn: Office of Risk & Insurance Management

PO Box 1766 Binghamton, NY 13902-1766

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all losse(s), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event that Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a difference vendor.

Intro No. 14
Date 7/17/14
Reviewed by 005
Co. Attorney 7/10/14
Date

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2014-248
Date Adopted 7/17/14
Effective Date 7/18/14

Sponsored by: Health & Human Services and Finance Committees

Seconded by: Hon. David M. Jensen

RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF STATE AID FOR THE YOUTH BUREAU'S YOUTH DEVELOPMENT PROGRAM AND AUTHORIZING AGREEMENTS WITH VARIOUS VENDORS TO ADMINISTER SAID PROGRAMS FOR 2014

WHEREAS, this County Legislature, by Resolution 330 of 2013, authorized and approved the Application for State Aid and accepted funding in the amount of \$80,192 for the Youth Bureau's Youth Development Prevention Program, and authorized agreements with various vendors to administer said programs for the period January 1, 2013 through December 31, 2013, and

WHEREAS, this County Legislature, by Resolution 331 of 2013, authorized and approved the Application for State Aid and accepted funding in the amount of \$46,455 for the Youth Bureau's Special Delinquency Prevention Program, and authorized agreements with various vendors to administer said programs for the period January 1, 2013 through December 31, 2013, and

WHEREAS, the New York State Office of Children and Family Services has recently combined both grants into one, known as the Youth Development Program, and all municipal and organizational funding will be distributed by the County, and

WHEREAS, it is desired to renew said application and accept State Aid for the Youth Bureau's Youth Development Program in the amount of \$184,133 and renew the agreement with the various vendors as listed on Exhibit "A" to continue to administer said programs for the period January 1, 2014 through December 31, 2014, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the application and approves acceptance of \$184,133 from the New York State Office of Children and Family Services, North Building, Room 336, 52 Washington Street, Rensselaer, New York 12144 for the Youth Bureau's Youth Development Program for the period January 1, 2014 through December 31, 2014, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes agreements with various vendors for the programs as listed on Exhibit "A" for the Youth Bureau's Youth Development Program for the period January 1, 2014 through December 31, 2014, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors at the amounts as listed on Exhibit "A" for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 43010008.6004141 (Youth Services Program), and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution, and be it

Intro No. 14
Date 7-17-2014
Reviewed by COS
Co. Attorney 7-1-14
Date

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Permanent No. 2014-248
Date Adopted 7/17/14
Effective Date 7/18/14

FURTHER RESOLVED, that the County Executive or her duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or her duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

COUNTY OF BROOME) ss.:
STATE OF NEW YORK)

I, the undersigned, Clerk of the Legislature of the County of Broome, DO HEREBY CERTIFY that the above is an original resolution of such Legislature duly adopted on the 17th day of July, 2014, by a majority of the members elected to the Legislature of said County at a regular meeting of said Legislature.

I FURTHER CERTIFY that at the time said resolution was adopted said Legislature was comprised of fifteen members.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Legislature this 18th day of July, 2014.

Date sent to County Executive July 18, 2014

Approved [Signature]
County Executive

Date 7/18, 2014

[Signature]
Clerk, County Legislature
County of Broome

EXHIBIT A

Program name	Agency/Municipality	CA	2013	2014
			State Aid Via Broome County	
Teen Transitional Living (TTLP)	Catholic Charities	65-116	\$5,647.00	\$5,700.00
Gateway Center for Youth	Catholic Charities	65-64	\$17,210.00	\$17,300.00
LIFE House Runaway Homeless Youth	Bershire Farms	65-159	\$7,252.00	\$7,307.00
OASIS Afterschool Program	Family & Childrens Society	new	\$0.00	\$7,000.00
Haven Afterschool Program	Haven Afterschool	65-170	\$10,000.00	\$10,000.00
Summer Fun	City of Binghamton Parks	new *	\$9,648.00	\$9,700.00
Voices for Children - CASA	ACCORD	65-146	\$7,036.00	\$7,050.00
Compeer Youth Mentoring	Mental Health Association	65-167	\$8,847.00	\$8,850.00
Enough Abuse	Crive Victims Assistance	na	\$8,000.00	\$0.00
Library Program - Vestal	Town of Vestal	new *	\$1,720.00	\$1,750.00
Waterman Program - Vestal	Town of Vestal	new*	\$2,201.00	\$2,209.00
Playground Program - Vestal	Town of Vestal	new *	\$4,373.00	\$4,400.00
Summer in the Park	B&G or W. Broome	new *	\$1,437.00	\$1,450.00
High School Equivalency Prep	Family Enrichment Network	new	\$0.00	\$7,000.00
Softball & Field Hockey - Colesville	Town of Colesville	new *	\$1,159.00	\$1,200.00
Family Resource Center	Mothers & Babies	65-139	\$15,000.00	\$15,000.00
Port Dickenson Community Assoc.	Town of Dickenson	new *	\$323.12	\$350.00
Pathway Program	JC Schools	new	\$0.00	\$7,000.00
Youth Forum	United Way of BC	na	\$5,000.00	\$0.00
General Recreation	B C Parks, Rec. & Youth Service	na	\$30,320.00	\$45,867.00
Personnel Service Chargeback	B C Parks, Rec. & Youth Service	na	\$25,000.00	\$25,000.00
Total			\$160,173.12	\$184,133.00

* 2013 direct to Municipality

State will reimburse 100% - No County Match
Agencies Exhibit A YD 2014



Legislative Branch

RL Number:

14-136

Date Submitted:

9/25/19

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary R. Holmes, P.E.

Title/Department: Commissioner/Public Works

Contact Information: grholmes@cityofbinghamton.com

RL Information

Proposed Title: Subrecipient Agreement with the Housing Trust Fund Corporation & the City of Binghamton

Suggested Content: Authorization for the City of Binghamton to enter into the required subrecipient agreement w/ the Housing Trust Fund Corporation as required in the implementation of the NYS

Community Development Block Grant-Disaster Recovery (CDBG-DR) Program; & to authorize the City of Binghamton to sign any & all documents required in the implementation of the program.

Additional Information

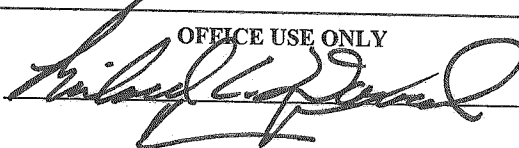

Does this RL concern grant funding? Yes ☒ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.
Please provide the following additional information.*

Agency providing the grant: Community Development Block Grant Disaster Recovery

Total project cost: To be determined

Total amount of grant: To be determined

Local match (if any): 0

If local match is monetary, provide the budget line and title: _____

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

Disbursement of grant (upfront, reimbursable?): Reimbursable

If reimbursable, source of funds pending reimbursement: To be determined

Grant project manager: Gary Holmes

Anticipated date of project completion: To be determined

Special project completion requirements (if any): None

Attach any required form of Resolution from the Agency providing the grant.

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

See attached email

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE _____ TO ENTER INTO THE REQUIRED SUBRECIPIENT AGREEMENT WITH THE HOUSING TRUST FUND CORPORATION AS REQUIRED IN THE IMPLEMENTATION OF THE NY STATE COMMUNITY DEVELOPMENT BLOCK GRANT—DISASTER RECOVERY (CDBG-DR) PROGRAM; AND, TO AUTHORIZE THE _____ TO SIGN ANY AND ALL DOCUMENTS REQUIRED IN THE IMPLEMENTATION OF THE PROGRAM.

WHEREAS, in the aftermath of Superstorm Sandy, the United States Congress, through Public Law passed the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013), as amended (the "Act"), appropriating \$16 billion, later reduced to \$15.18 billion, to the U.S. Department of Housing and Urban Development ("HUD") for Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Superstorm Sandy and other eligible events, including Hurricane Irene and Tropical Storm Lee, in calendar years 2011, 2012, and 2013 (the "Storms"), subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and,

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 14,329), published March 5, 2013, titled, *"Allocations, Common Applications, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (as amended)"*, the State has received an allocation of CDBG-DR funds from HUD in the amount of \$1,713,960,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 69,104), entitled *Second Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (as amended)"*, the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$2,097,000,000; and

WHEREAS, HUD requires the State to spend 80% of all CDBG-DR funds so allocated within the counties of Nassau, Rockland, Suffolk, Westchester, Bronx, Kings, New York, Queens, and Richmond; and

This document is a sample adopting resolution and is not intended to be and should not be construed in any way as legal advice by the Governor's Office of Storm Recovery (GOSR). All sample or template documents provided by GOSR should be reviewed by an attorney prior to adoption.

WHEREAS, in accordance with HUD directive, the _____ has been notified of its ability to participate in the NY State Community Development Block Grant--Disaster Recovery (CDBG-DR); and

WHEREAS, implementation of the CDBG-DR Recovery Program requires the execution of the Subrecipient Agreement between _____ and the Housing Trust Fund Corporation, which will be substantially similar to the Subrecipient Agreement Template attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by the _____, on behalf of the _____ that, _____ be hereby authorized to enter into the required Subrecipient Agreement with the Housing Trust Fund Corporation to secure Community Development Block Grant—Disaster Recovery (CDBG-DR) funds; and, to sign any and all documents required in the administration of the New York State CDBG-DR Recovery Program.

This document is a sample adopting resolution and is not intended to be and should not be construed in any way as legal advice by the Governor's Office of Storm Recovery (GOSR). All sample or template documents provided by GOSR should be reviewed by an attorney prior to adoption.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT AGREEMENT ("Agreement") is made effective as of the [] day of [], 2014 ("Effective Date") by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and <Subrecipient Name> ("Subrecipient"), a <type of entity>. The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) ("HCD Act"), as amended, Grantee is authorized to administer and distribute Community Development Block Grant ("CDBG") funds in the State of New York ("State"); and

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), portions of the State received major disaster declarations as a result of Hurricane Sandy; and

WHEREAS, in the aftermath of Hurricane Sandy, the United States Congress, through Public Law passed the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended (the "Act"), appropriating \$16 billion, later reduced to \$15.18 billion, to the U.S. Department of Housing and Urban Development ("HUD") for Community Development Block Grant Disaster Recovery ("CDBG-DR") funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013 (the "Storms"), subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and,

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 14,329), published March 5, 2013, entitled *Allocations, Common Applications, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received an allocation of CDBG-DR funds from HUD in the amount of \$1,713,960,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 69,104), entitled *Second Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery*

Funds in Response to Hurricane Sandy (as amended), the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$2,097,000,000; and

WHEREAS, HUD requires that the State spend 80% of all CDBG-DR funds so allocated within the counties of Nassau, Rockland, Suffolk, Westchester, Bronx, Kings, New York, Queens, and Richmond; and

WHEREAS, Governor Andrew M. Cuomo established GOSR within HTFC and tasked it with administering the State's CDBG-DR program; and

WHEREAS, [DESCRIPTION OF THE NEED IN THE LOCALE] ;

WHEREAS, Grantee wishes to engage Subrecipient to [DESCRIPTION OF MEETING THE NEED WITH THESE FUNDS] ; and

WHEREAS, CDBG-DR funds may be utilized by the Subrecipient to pay the non-Federal share, or "local match", required in connection with a Federal grant-in-aid program undertaken as part of CDBG-DR activities, a use that has been specifically authorized by HUD;

NOW THEREFORE, the Parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

I. SUBRECIPIENT PROGRAM

Subrecipient will be responsible for performing the activities detailed in Exhibit A, which may be amended from time to time, and is hereby incorporated by reference ("Subrecipient Program Description"). In order to propose a project or projects under the Subrecipient Program Description, the Subrecipient shall submit to Grantee the project application form provided by Grantee. A separate project application form will be required for each project the Subrecipient proposes to implement under this Agreement. Project applications should address the Subrecipient's housing, infrastructure, and economic recovery and revitalization needs.

Grantee's consideration and approval of project applications is based on current Grantee guidelines (hereinafter "Grantee policy"), HUD guidelines and regulations, and other applicable state and federal laws and regulations.

Design and Environmental Review Phase (Planning Amendment)

- Once a project application form is accepted as complete by Grantee, Grantee will notify the Subrecipient in writing. Acceptance of the application as complete does not commit Grantee to providing any CDBG-DR or other funding to a project.
- Thereafter, this Agreement may be amended to incorporate the proposed scope, budget, and schedule for the design phase of the proposed project, if stipulated by both parties (hereinafter referred to as the "Planning Amendment").

- Any proposed budget set forth in a Planning Amendment will clearly specify proposed funding for administrative costs, program delivery costs, and design or planning costs. Any such amendment will clearly state that the Subrecipient shall not engage in, or in any way commit funding for, through a contract or other mechanism, construction or any other activities that could have an environmental impact or limit the choice of reasonable alternatives to the proposed project. Further, any proposed schedule set forth in a Planning Amendment shall provide, with reasonable specificity, a proposed schedule for the pre-design and design of the proposed project as well as a description and schedule for activities proposed to be conducted in each phase.
- Following acceptance of the Planning Amendment, Grantee shall conduct an environmental review of the proposed project pursuant to 24 CFR Part 58 and the New York State Environmental Quality Review Act ("SEQRA").
- Upon written notice from Grantee, the Subrecipient may initiate project design which shall be closely coordinated with and informed by the environmental review process, including the assessment of any reasonable alternatives to the proposed project, and avoidance of any potential significant environmental impact. Subrecipient herein agrees that, for purposes of SEQRA, Grantee shall serve as the lead agency for purposes of conducting the environmental review.

Project Approval

- Upon completion of all environmental review requirements, Grantee shall determine whether or not to award funding for the construction or other implementation phase of the proposed project, or an alternative or modified project identified through the environmental review process.
- Following the environmental review performed pursuant to 24 CFR Part 58 and SEQRA, and upon HUD's issuance of the authority to use grant funds for a proposed project, Grantee may approve the project.

Project Phase (Project Amendment)

- Upon approval of a project, this Agreement may be amended to incorporate the complete scope, budget, and schedule of the approved project, if stipulated by both parties (hereinafter referred to as the "Project Amendment").
- Any budget set forward in a Project Amendment will clearly specify funding for administrative costs, program delivery costs, design or planning costs, construction costs, as well as any other implementation costs. Further, any schedule set forth in a Project Amendment shall provide, with reasonable specificity, a schedule for the pre-design, design, and construction or other implementation of the approved project as well as a description and schedule for activities proposed to be conducted in each phase.
- Grantee will notify the Subrecipient in writing ("Clearance Letter") that it may commit funds for construction and other activities necessary for project implementation. The Subrecipient shall not engage in, or in any way commit funding for, through a contract or other mechanism, construction or any other

activities that could have an environmental impact or limit the choice of reasonable alternatives to the proposed project prior to receiving, in writing, a Clearance Letter from Grantee.

- If construction/implementation is authorized by Grantee in the Clearance Letter, Subrecipient must comply with any and all conditions or required mitigation set forth in the environmental review documents, and shall retain an independent environmental monitor to document compliance with such measures, as well as any permit requirements, or other applicable requirements of federal and state environmental laws, including worker health and safety requirements. The independent environmental monitor must be approved in writing by Grantee prior to the commencement of any construction activities. The Subrecipient shall, by contract, ensure that the independent environmental monitor provides monthly reports to Grantee to document compliance with the requirements referenced above for the entirety of the construction phase.

The Subrecipient may not commence any work, including design work, without adhering to the proposed project schedule set forth in the Planning Amendment as submitted to and approved by Grantee and the Subrecipient. Additionally, the Subrecipient and its design contractor shall provide any analysis or information reasonably requested by Grantee to conduct the environmental review for a proposed project. The Subrecipient is required to comply and cooperate with the Grantee in meeting all terms and conditions under this Agreement.

As a reimbursement-based program,¹ tasks and deliverables contained in the Subrecipient Program Description must be conducted in a manner satisfactory to Grantee and in compliance with applicable federal and state requirements, laws, and regulations. Grantee will monitor the performance of Subrecipient against goals and performance standards as stated in the agreed upon Subrecipient Program Description. While Grantee may consider additional costs, as they arise, Subrecipient must be prepared to perform (and document to Grantee) the entire Subrecipient Program Description, even if the funds provided hereunder do not cover 100% of the costs of performance. In the event Grantee's funds do not cover 100% of the agreed upon budget (see Section III), Subrecipient must make a showing of committed supplemental funding. Substandard performance as reasonably determined by Grantee, in its sole discretion, will constitute noncompliance with this Agreement. If Subrecipient does not take action to correct such substandard performance within a reasonable period of time (as determined by Grantee) after being notified by Grantee, Grantee may choose not to reimburse Subrecipient for noncompliant and/or unallowable work and/or take action to suspend or terminate this Agreement or other actions as permitted under applicable law. Nothing in this Agreement shall waive or otherwise limit the actions Grantee may take or the remedies Grantee may seek as a result

¹ By "reimbursement" Grantee means that typically costs must be actually incurred before the Grantee will make payment to the Subrecipient. However, this does not mean that the Subrecipient must have previously paid these costs. Rather, these costs can be passed along to Grantee in the form of an invoice(s) (or similar document) and appropriate supporting information as required by the terms of this Agreement, for payment of such invoice(s), per the payment terms of this Agreement.

of any noncompliance by Subrecipient, including but not limited to suspending or debarring Subrecipient from future State benefits.

II. TERM

The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of [REDACTED] and shall end on [REDACTED]. Any funds not properly used by the end of the term, unless approved otherwise in writing by Grantee, promptly shall be remitted, in full and without off-set or deduction, to Grantee.

III. BUDGET

As set forth in Section I of this Agreement, for each project application, Grantee will require and the Parties shall agree upon a detailed budget breakdown. Grantee may also require additional budget information, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any change to budgeted amounts, by budgeted items within each project application, by project application, and/or of the Grant Funds, in any manner, must be approved in writing by Grantee before such changes are allowed and reimbursable.

IV. GRANT FUNDS

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the aggregate amounts set forth in each of the applicable project applications, currently set at \$0 ("Grant Funds"), which may be amended from time-to-time to incorporate project applications and budgets accepted by Grantee.

The amount of Grant Funds that Grantee has agreed to provide Subrecipient under this Agreement is expressly conditioned upon Grantee's receipt of such funds from HUD pursuant to the Act. Grantee reserves the right to reduce the Grant Funds if funding from HUD is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in the Budget.

In the event Subrecipient is awarded, granted, or provided with additional funds from any other source, which may include, in part or whole, aspects related to this Agreement, Subrecipient shall immediately notify Grantee of such funds, the amount, the source, and the conditions for their use. Subrecipient further agrees to provide any additional information Grantee requests related to such funds. Subrecipient may not use such other funds to conduct construction activities or any other action that would have an environmental impact or limit the choice of reasonable alternatives until issuance of the Clearance Letter.

V. DISBURSEMENT OF GRANT FUNDS

- a) Subrecipient is required to submit a request for Grant Funds in accordance with the provisions of this Agreement, program guidelines, and the program policy and procedures which are established by Grantee. No payment by Grantee of an improper, unauthorized, or unallowable request shall constitute a waiver of Grantee's right, whether before, during, or after making any payment, to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement or provided under applicable law; (iii) require and receive a full repayment or refund of all payments made under this Agreement or (iv) take corrective or remedial administrative action including, without limitation, suspension or termination of Subrecipient's funding under this Agreement.
- b) Subrecipient shall certify in a sworn statement made by a senior official with each request for Grant Funds that to the best of its knowledge based on the information available to Subrecipient at the time and after making due inquiry: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source.
- c) The use of Grant Funds is conditioned upon Subrecipient incurring allowable costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by Grantee. Subrecipient shall not be reimbursed for any costs until all environmental conditions of 24 CFR Part 58 have been fully satisfied and Grantee has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).
- d) In the event cognizant State or Federal Government authorities disallow any of the costs incurred by Subrecipient, Subrecipient shall immediately remit any funds received by Subrecipient for the unallowable costs to Grantee. Subrecipient may request that, and Grantee shall reasonably consider Subrecipient's request and decide whether, Grantee challenge the State or Federal determination and pursue other legal recourse to secure these funds; however, Grantee maintains the sole discretion in deciding whether to pursue such funds, may request that Subrecipient pay any costs associated with such effort, and may require that Subrecipient return the questioned funds until a final outcome is reached.

VI. CITIZEN PARTICIPATION REQUIREMENTS

To ensure compliance with Section 508 of the HCD Act, units of general local government ("UGLGs") applying for or receiving CDBG-DR funds from the State must provide citizens with adequate opportunity to participate in the planning, implementation, and assessment of the CDBG program. Any such UGLG must provide adequate

information to citizens, obtain views and proposals of citizens, and provide opportunity to comment on the UGLG's previous community development performance.

If Subrecipient is a UGLG, it shall have a written and adopted Citizen Participation Plan that complies with the requirements set forth in the State of New York Action Plan for Community Development Block Grant Program Disaster Recovery, dated April 2013, as amended ("Action Plan"). The Action Plan and amendments thereto can be found at: <http://stormrecovery.ny.gov/action-plans-and-amendments>. A template for a CDBG-DR compliant Citizen Participation Plan is provided at Exhibit F to this Agreement.

VII. NOTICES

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Housing Trust Fund Corporation
25 Beaver Street
New York, New York 10004
Attn: James Rubin, State Director of Storm Recovery

Subrecipient: <Subrecipient Name>
<Address Line 1>
<Address Line 2>
<Address Line 3>
Attn: Name, Title

VIII. GENERAL CONDITIONS

A. Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD's regulations concerning Community Development Block Grants), including any regulations referenced therein, except:

- (1) Subrecipient does not assume Grantee's environmental responsibilities described in 24 CFR 570.604; and
- (2) Subrecipient does not assume Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices published by HUD ("HUD Notices"), including but not limited to those published on March 5, 2013 (78 Fed. Reg. 14,329), April 19, 2013 (78 Fed. Reg. 23,578), May 29, 2013 (78 Fed. Reg. 32,262), August 2, 2013 (78 Fed. Reg. 46,999), November 18, 2013 (78 Fed. Reg. 69,104), December 16, 2013 (78 Fed. Reg. 76,154), and March 27, 2014 (79 Fed. Reg. 17,173), such requirements, including any regulations referenced therein, shall apply.

Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines. Subrecipient further agrees to utilize Grant Funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Subrecipient shall at all times remain an "independent contractor" with respect to the efforts to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subrecipient is an independent entity.

C. Hold Harmless

Subrecipient shall and hereby agrees to hold harmless, defend (with counsel acceptable to Grantee) and indemnify Grantee and each and all of its successors, affiliates, or assigns, and any of any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Subrecipient in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse Grantee for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in Grantee's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient's breach, violation, or other non-compliance with this

Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

D. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement unless granted an exemption by the State.

E. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage and bonding from insurers licensed to conduct business in New York State to protect all contract assets from loss due to any cause, including but not limited to, theft, fraud, and/or physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee. Grantee shall be named as an additional insured on all such insurance and shall meet all other insurance requirements as Grantee may impose from time to time. In addition, all insurance carriers and bonding companies shall meet minimum size and financial stability/financial rating requirements as may be imposed by Grantee from time to time. Certificates of insurance shall be provided to Grantee and full and complete copies of the policies and/or bonds shall be provided to Grantee upon its request for the same. Subrecipient shall cause its contractors and subcontractors to carry insurance coverage in the amounts specified in Exhibit E.

Notwithstanding the above, for construction or facility improvement performed by Subrecipient, Subrecipient shall, at a minimum, comply with the bonding requirements at 24 CFR 85.36 or 84.48, as applicable.

F. Grantee Recognition

Unless otherwise directed by Grantee, Subrecipient shall ensure recognition of the role of HUD and Grantee in providing funding, services, and efforts through this Agreement. Unless otherwise directed by Grantee, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of Grantee. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. See Exhibit D for general guidance for recognition of HUD and Grantee. Note, notwithstanding the terms of this subsection or Exhibit D, Grantee reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including by not limited, to the size and content, waiver, removal or addition of such recognition.

G. Amendments

This Agreement may be amended provided that such amendments make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines, are executed in writing and signed by a duly authorized representative of each Party, and approved by Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement. Grantee may, in its sole discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the Grant Funds or the Subrecipient Program Description, such modifications will be incorporated in a written amendment signed by the Parties.

H. Suspension or Termination

Grantee may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies or directives as may become applicable at any time, including but not limited to environmental rules and regulations;
2. Failure, for any reason except those beyond Subrecipient's control, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by Subrecipient to Grantee of reports that are untimely, incorrect, or incomplete in any material respect.

This Agreement may also be terminated for convenience by Grantee or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Grantee may terminate the award in its entirety.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 85.20-26 or 84.20-28, as applicable, and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient shall administer the program in conformance with OMB Circulars A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; A-122, "Cost Principles for Non-profit Organizations"; or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis (if allowed).

B. Documentation and Record Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 24 CFR Part 85, Subpart C or 24 CFR Part 84, Subpart C, as applicable; (2) 24 CFR 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by Grantee. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by (1) 24 CFR 570.502; and (2) 24 CFR 85.20-26 or 84.20-28, as applicable;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Data

Subrecipient shall maintain client data for efforts provided as required by Grantee. Such data may include, but is not limited to, name, racial, ethnic, and gender characteristics, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to cognizant federal authorities, Grantee monitors, or their designees for review upon request.

4. Disclosure

Subrecipient understands that data collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Parties' responsibilities with respect to efforts provided under this Agreement are subject to the provisions of Article 6-A, "Personal Privacy Protection Law", of the New York State Public Officers Law, as well as all other applicable State and Federal privacy laws (e.g., the Federal Privacy Act, 5 U.S.C. § 552a).

5. Close-out

Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to (1) 24 CFR 85.50 or 84.71, as applicable; (2) 24 CFR 570.509; and (3) applicable HUD Notices. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of assets (including the return of all unused materials, equipment, properly addressing Program Income (as that term is defined in section VI(A)(17)(a) of the HUD Notice 78 Fed. Reg. 14,329, 14,341 (March 5, 2013, as may be amended by HUD)), balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG-DR funds, including Program Income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and/or termination. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income and Other Assets

Subrecipient shall report monthly all Program Income, as defined in section VI(A)(17)(a) of the HUD Notice 78 Fed. Reg. 14,329, 14,341 (March 5, 2013, as may be amended by HUD), generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income shall be returned to Grantee, absent written authorization from Grantee to the contrary, in accordance with any procedures established by HUD and Grantee. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program Income and shall be remitted promptly to Grantee.

All Program assets, other than Program Income (property, equipment, etc.) shall revert to Grantee upon termination of this Agreement in accordance with applicable Federal, laws, regulations, HUD Notices, policies, and guidelines.

2. Indirect Costs

Indirect costs will not be compensated for under this Agreement.

3. Progress Reports

In addition to deliverables and metrics specifically referenced in Exhibit A, Subrecipient shall submit regular Progress Reports to Grantee in the form, content, and frequency as required by Grantee. At a minimum, Progress Reports shall be submitted no less frequently than as required by (1) 24 CFR Part 85, Subpart C or 24 CFR Part 84, Subpart C, as applicable; (2) 24 CFR 570.507; and (3) the applicable HUD Notices.

4. Payment Procedures

In accordance with the terms in Section IV above, Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient, consistent with the Subrecipient Program Description, the Budget, Grantee policy concerning payments, and applicable federal and state law and regulation. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Subrecipient.

5. GOSR Reporting Obligations

The following chart summarizes some of the Subrecipient reporting obligations to GOSR. This chart is not intended to catalogue all of Subrecipient's reporting obligations under this Agreement. Note, some of the below reports require the submission of information related to contractors and subsequent subcontractors, which Subrecipient is responsible for collecting and providing to GOSR as required by the cited provision.

Report	Provision Citation	Frequency
Program Income Report	IX.C.1.	Monthly
Progress Report	IX.C.3.	Quarterly
M/WBE Report	XI.B.2.b.	Quarterly
EEO Report	XI.B.3.c.	Quarterly
Section 3 Report	XI.C.3.d.	Quarterly

D. Sub-granting

1. Approvals

Subrecipient shall not enter into any agreements with any agency or individual to assist in effectuating the activities of this Agreement without the written consent of Grantee prior to the execution of such agreement.

2. Monitoring

In accordance with Federal, State, and local laws, regulations, HUD Notices, program guidelines, and the policies and procedures to be issued by Grantee, Subrecipient will monitor any and all sub-subrecipient² efforts on a regular basis to assure compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Information detailing credible evidence of waste, fraud or abuse, shall be immediately reported to Grantee, followed by a written report within ten (10) calendar days.

3. Content

² As used herein, a "sub-subrecipient" refers to all subrecipients that are lower-tiered than the Subrecipient that is a signatory to this Agreement.

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-subrecipient agreement executed to effectuate this Agreement.

4. Selection Process

Subrecipient shall undertake to ensure that all sub-subrecipients utilized to effectuate this Agreement shall be awarded on a fair and reasonable basis in accordance with applicable Federal, State, and local laws, regulations, and HUD Notices, including the HUD Reform Act codified at 42 U.S.C. § 3537a (referred to as Section 103). Executed copies of all sub-subrecipient agreements shall be forwarded to Grantee along with documentation concerning the selection process.

E. Procurement/Contracting

1. General

Unless specified otherwise within this Agreement, Subrecipient shall procure all materials, property, equipment, or services in accordance with the requirements of 24 CFR 85.36 or 84.40-48, as applicable, including but not limited to the need to appropriately assess the lease versus purchase alternatives. Only when Grantee's procurement policies are more stringent than those found at 24 CFR 85.36 or 84.40-48, as applicable, will Subrecipient be required to comply with current Grantee policy concerning the acquisition of materials, property, equipment, or services.

2. Supplemental Conditions

Subrecipient shall include Grantee's Supplemental Conditions, attached hereto as Exhibit E, in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flowdown the Grantee's Supplemental Conditions to all subcontractors as well as the requirement to flowdown such terms to all lower-tiered subcontractors. These Supplemental Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the Grantee and required diversity forms.

3. Records

Subrecipient shall maintain all records required by the Federal regulations specified in (1) 24 CFR Part 85, Subpart C or 24 CFR Part 84, Subpart C, as applicable; (2) 24 CFR 570.506; and (3) the applicable HUD Notices. Only when Grantee's procurement record retention standards are more stringent than Federal regulation shall Subrecipient maintain inventory records of all non-expendable

personal property as defined by such policy as may be procured with funds provided herein.

4. Travel

Travel costs are not allowed unless authorized by Grantee. In the event that Grantee authorizes travel, Subrecipient shall comply with HUD's Travel Regulations (Travel Handbook 2300.2). Subrecipient shall obtain prior written approval from Grantee for any travel to out of service area assignments.

F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 or Part 84, as applicable, and 24 CFR Part 570 Subpart J, which include but are not limited to the following:

1. Subrecipient shall transfer to Grantee any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as Grantee deems appropriate. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to Grantee. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as Grantee deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to Grantee; or (b) retained after compensating Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment.

G. Use of Grant Funds to Make Loans

Grant Funds under this Agreement cannot be used to make loans.

X. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

To the extent applicable to its performance under this Agreement, and as modified by the HUD Notices, Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-DR assisted project. Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XI. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient agrees to comply with the New York State Human Rights Law and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the

use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of, and entitled to enforce, such covenants. To the extent any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. Grantee shall provide Subrecipient with certain guidelines for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall be committed to carry out, pursuant to Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. Grantee shall provide certain Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Minority- and Women-Owned Businesses (M/WBE)

a. Federal Requirements

Subrecipient shall comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 24 CFR 85.36 or 84.44, as applicable.

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses

regarding their status as minority and female business enterprises in lieu of an independent investigation.

b. HTFC Requirements

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), HTFC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and/or women-owned business enterprises ("M/WBEs") in the performance of HTFC-funded contracts. HTFC values affording M/WBEs the opportunity to participate in the performance of the contract(s) to be awarded for this project. Accordingly, Subrecipient certifies that it has made and will continue to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors at all tiers on this project, in an amount equal to ten percent (10%) minority-owned business enterprises ("MBE") and ten percent (10%) women-owned business enterprises ("WBE") of the total dollar value of this project. These participation goals are applicable to this Agreement as set forth in Exhibit E, Appendix III and will be monitored by HTFC.

Subrecipient shall require that its contractors and their subcontractors at all tiers comply with the aforementioned M/WBE requirements as set forth in the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, attached hereto at Exhibit E, Appendix III. In accordance with those requirements, Subrecipient shall require all covered contractors and their subcontractors at all tiers to submit the required M/WBE documentation, including utilization plans and quarterly reports, to Subrecipient. Subrecipient shall provide quarterly reporting of M/WBE data in a form acceptable to HTFC, with copies of contractor and subcontractor M/WBE documentation as supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Subrecipient, and Subrecipient's contractors and their subcontractors at all tiers, shall maintain copies of all reports and supporting documents as set forth in this Agreement.

3. Equal Employment Opportunity ("EEO") and Non-Discrimination

a. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

b. Non-Discrimination

Subrecipient shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Subrecipient shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

c. HTFC Requirements

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), HTFC recognizes its obligation under the law to promote opportunities for the employment of minority group members and women in the performance of HTFC-funded contracts.

Subrecipient shall require that its contractors and their subcontractors at all tiers comply with the EEO requirements found in the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, attached hereto at Exhibit E, Appendix III. In accordance with those requirements, Subrecipient shall require all covered contractors and their subcontractors at all tiers to submit the required documentation, including an EEO policy statement, staffing plan, and quarterly reports to Subrecipient. Subrecipient shall provide quarterly reporting of EEO data in a form acceptable to HTFC, with copies of contractor and subcontractor EEO documentation as supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Subrecipient, and Subrecipient's contractors and their subcontractors at all tiers, shall maintain copies of all reports and supporting documents as set forth in this Agreement.

4. Access to Records

Subrecipient shall furnish and cause each of its own sub-subrecipients, contractors, and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, HUD or its agent, the Comptroller General of the United States, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

5. Contract Provisions

Subrecipient will include the provisions of Paragraphs XI.A., Civil Rights, and B., Affirmative Action, in every subsequent sub-subrecipient agreement, contract, subcontract, or purchase order, specifically or by reference, so that such

provisions will be binding upon each of its own sub-subrecipients, contractors, or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Grantee for review upon request. Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient, and any of

Subrecipient's sub-subrecipients, contractors, and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient, and any of Subrecipient's sub-subrecipients, contractors, and subcontractors, as well as their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subsequent sub-subrecipient agreements, contracts, and subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Contracts

Subrecipient will include this Section 3 clause in subsequent sub-subrecipient agreements, contracts, and subcontracts, and will take appropriate action, pursuant to any such agreement, upon a finding that a sub-subrecipient, contractor, or subcontractor is in violation of regulations issued by HUD. Subrecipient will not subgrant or contract with any entity where it has notice or knowledge that the entity has been found in violation of regulations under 24 CFR Part 135, and will not let any sub-subrecipient agreement or contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Reporting

Irrespective of any applicable Federal reporting requirements, Subrecipient shall submit quarterly reports along with any supporting documentation, in a form acceptable to Grantee, of its Section 3 compliance efforts to Grantee. Notwithstanding the provision of such reports and supporting documentation, Subrecipient shall maintain copies of all reports and supporting documents as set forth in this Agreement. A summary of this and certain other reporting obligations is provided at paragraph IX.C.5.

D. Conduct

1. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

Subrecipient agrees to abide by the provisions of 24 CFR 85.36 or 84.42-43, as applicable, and 24 CFR 570.611, which include (but are not limited to) the following:

- a. It is presumed that Subrecipient is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.

b. In the event Subrecipient is not, Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee, Subrecipient, or any designated public agency.

3. Lobbying

Subrecipient hereby certifies that:

a. To the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. It has and will comply with Section 139-j and 139-k of the State Finance Law.

e. It will require that the language of paragraphs (a) through (e) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. Copyright

If this Agreement results in any copyrightable material or inventions, Grantee and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

5. Religious Activities

Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XII. ENVIRONMENTAL CONDITIONS

A. Environmental Laws

Subrecipient agrees to comply with, and shall retain an independent environmental monitor to document compliance, to the extent applicable, with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement or the Grantee Program, as any of the following may hereinafter be amended, superseded, replaced, or modified:

- Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 CFR, 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive

Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961; 3 CFR, 1977 Comp., p. 121);

- Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- HUD criteria and standards at 24 C.F.R. Part 51;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 CFR, 1994 Comp. p. 859);
- Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- Runway Clear Zone regulations (24 C.F.R. Part 51);
- Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations at 40 CFR Part 50, as amended;

- HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR Part 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- All other applicable Environmental Laws that may exist now or in the future. For the purposes of this section, "Environmental Laws" shall mean any federal, state, provincial or local law (including but not limited to statutes, rules, regulations, ordinances, directives, guidance documents or judicial or administrative interpretation thereof, or any judicial or administrative order, ruling or other such written requirement). Environmental Laws include, without limitation, any action which causes a review or reassessment of the Grantee Program.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of structures containing residential units with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require

that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800 and 801, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement, as well as any other applicable laws or regulations relating to historic properties.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Implementation of Mitigation Measures

Subrecipient agrees to comply with and timely implement any and all mitigation measures and other requirements set forth in any environmental reviews, environmental assessments, or environmental impact statements performed or to be performed in connection with, or records of decision or any similar documents, issued or to be issued in connection with, the CDBG-DR Program as may be applicable to this Agreement. It is Subrecipient's responsibility to ensure that it has complete copies of all such documents.

XIII. ASSIGNMENT

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

XIV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XVI. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. CHOICE OF LAW

This Agreement shall be governed by and construed under the laws of the State of New York without giving effect to its conflict of law principles. Nothing in the Agreement shall preclude either Party from seeking injunctive relief to protect its rights under this Agreement.

The Parties consent to and agree that any and all disputes arising out of or relating in any way to the Agreement shall be subject to the exclusive jurisdiction of the state courts or Federal District Courts of New York. The Parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

XVIII. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then this Agreement shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

XIX. SUBROGATION

Subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, Subrecipient shall promptly return any and all funds to Grantee, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to this Agreement.

DRAFT 8-20-14

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____
Name: James Rubin
Title: State Director of Storm Recovery

<Subrecipient Name>

By: _____
Name: <Name>
Title: <Title>

This contract has been approved by Grantee's Counsel as to form and its Treasurer as to fiscal sufficiency.

EXHIBIT A
Subrecipient Program Description

DRAFT 8-20-14

EXHIBIT B
Budget

DRAFT 8-20-14

EXHIBIT C
Designation of Depository

DRAFT 8-20-14

EXHIBIT D

HUD and Grantee Recognition

Please find below guidelines for recognition of HUD, Housing Trust Fund Corporation (“HTFC”), and the Governor’s Office of Storm Recovery (“GOSR”) (collectively referred to herein as the “Grantee”) in any work done as a result of this subrecipient agreement. Note, any public information and all of the items below must be approved by the Grantee in advance of publication or posting. Note: The following serve as general guidelines, Grantee reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including by not limited to the size and content, waiver, removal or addition of such recognition.

Written documents:

All written documents must include the following language, unless otherwise specified in writing by the Grantee:

1. “This [program/project] is made possible by a grant from the Housing Trust Fund Corporation, which is funded through Community Development Block Grants from the U.S. Department of Housing and Urban Development.”
2. Written documents should also include the Grantee logo(s) and the name of the Governor.

Internet information and e-mail information:

1. Internet information must include all of the items required for written documentation and a link to the Grantee’s website(s).

Offices open to the public providing services funded by the Grantee:

1. All offices must include a sign including all of the items required for written documentation.

Construction Signs:

1. All construction signs must include a sign including all of the items required for written documentation.
2. All construction signs must also include the name of the project, an expected end date for the project, the name of the subrecipient, and a phone number for the public to call to obtain information about the project. This must be a phone number maintained by the subrecipient or one of its subcontractors.

Completed Projects:

1. All completed projects must include permanent recognition of the Grantee. The subrecipient is required to submit to the Grantee for written approval of the proposed permanent recognition.

DRAFT 8-20-14

EXHIBIT E
Appendices for Contractors and Subcontractors at all Tiers

DRAFT 8-20-14



Legislative Branch

RL Number:

14-137

Date Submitted:

9/25/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller/ Finance

Contact Information: Phone: 607-772-7046, Email: ceshager@cityofbinghamton.com

RL Information

Proposed Title: To correct budgeted amount that was originally incorrect between funds.

Entry: To transfer from Account A9730.57000 To Account G9730.57000 in the amount of \$1,091.81

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 09/11/2014

I respectfully request the below described transfer of funds due to the following reasons:

Budgeted amount was incorrect between funds

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A9730.57000	G9730.57000	\$1,091.81

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: 9/11/14

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: 9/11/14

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds ☒ **APPROVED** / ☐ **DENIED** on 9/12/14. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: Jeremy Pelletier

Date: 9/17/14

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

Description:TO CORRECT BUDGETED AMOUNT THAT WAS ORIGINALLY INCORRECT BETWEEN FUNDS

CODE	DEBITS	CODE	CREDITS
G9730.57000 (BAN INTEREST) EXPENSE LINE	1,091.81	A9730.57000 (BAN INTEREST) EXPENSE LINE	1,091.81



Legislative Branch

RL Number:
19-138
Date Submitted:
9/25/19

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Kenneth Frank

Title/Department: Corporation Counsel

Contact Information: _____

RL Information

Proposed Title: Ordinance Amending the 2014 Risk Management Budget to Transfer \$30,000.0
to M1910.54900 (Incurred Loss) to M1910.54430 (Legal Services)

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☒ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): 014-33

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/10/2014

I respectfully request the below described transfer of funds due to the following reasons:

To cover incoming bills from outside counsel.

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
M1910.54900 (Incurred Loss)	M1910.54430 (Legal Services)	\$30,000.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: 9/11/14

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: 9/12/14

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds ☒ APPROVED ☐ DENIED ☐ on 9/12/14. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: Jeremy Pelletto

Date: 9/12/14

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____



Legislative Branch

RL Number:

19-139

Date Submitted:

9/25/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Chuck Shager
Title/Department: Comptroller/Finance
Contact Information: Phone: 607-772-7046, Email: ceshager@cityofbinghamton.com

RL Information

Proposed Title: AN ORDINANCE AUTHORIZING THE CORRECTION OF AN INCORRECT
BUDGETED AMOUNT BETWEEN FUNDS. THE CORRECT TRANSFER WILL TRANSFER
FUNDS FROM G9730.56000 TO A9730.56000 IN THE AMOUNT OF \$375,843.00

Suggested Content: _____

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☒
Is additional information related to the RL attached? Yes ☐ No ☒
Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>Richard L. David</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 09/11/2014

I respectfully request the below described transfer of funds due to the following reasons:

Budgeted amount was incorrect between funds

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
G9730.56000	A9730.56000	\$375,843.00

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: [Signature]

Date: 9/11/2014

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: [Signature]

Date: 9/11/14

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds **APPROVED** ☒ **DENIED** ☐ on 9/17/14. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: [Signature]

Date: 9/17/14

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

Description: TO CORRECT BUDGETED AMOUNT THAT WAS ORIGINALLY INCORRECT BETWEEN FUNDS

CODE	DEBITS	CODE	CREDITS
A9730.56000 (BAN PRINCIPAL) EXPENSE LINE	375,843.00	G9730.56000 (BAN PRINCIPAL) EXPENSE LINE	375,843.00



Legislative Branch

RL Number:

19-190

Date Submitted:

9/25/19

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: William M. Barber

Title/Department: Director of Parks & Recreation

Contact Information: 772-7017

RL Information

Proposed Title: Transfer funds to First Ward Senior Center from sale of Greenman Center

Acct. # A42660 (\$40,400). Funds should be transferred to the following accounts:

Need to re-word title

Suggested Content: A7620.52200 Furniture: \$15,000 Replacement tables (round).

A7620.54610 - Bldg/Equip. Repair/Maint.: \$5,000 (Replacement steel doors), \$8,400 (Replacement Kitchen floor tiles), \$6,500 Replacement awning.

A7620.54410 - Prof. Services: \$2,500 (Plumbing), \$3,000 (Finish wood floors)

Additional Information

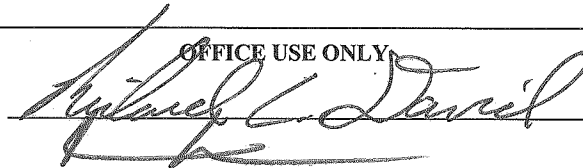


Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 9/23/14

I respectfully request the below described transfer of funds due to the following reasons:

Improvements to First Ward Senior Center using the funds received from the sale of the

Greenman Center,

PG. 1

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A42660	A7620.52200 Furniture	\$15,000
A42660	A7620.54610 Bldg./Equip. Repair/Maint	\$19,900

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: _____

9/23/2014

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: _____

9/23/14

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds ☒ APPROVED ☐ DENIED ☐ on 9/24/14. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

9/24/14

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
A42660	A7620.54410 Prof. Serv.	\$5,500



Legislative Branch

RL Number:

19-141

Date Submitted:

10/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by:

Joseph T Zykuski

Title/Department:

Chief of Police

Contact Information:

772 7090

RL Information

Proposed Title:

Authorize the Mayor to enter into
an agreement with the Town of Vestal & the
Village of Johnson City to have a combined SWAT Team

Suggested Content:

Additional Information

Does this RL concern grant funding?

Yes ☐No ☒

If 'Yes', is the required RL Grant Worksheet attached?

Yes ☐No ☐

Is additional information related to the RL attached?

Yes ☒No ☐

Is RL related to previously adopted legislation?

Yes ☐No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

Mayor:

Comptroller:

Corporation Counsel:

Finance ☐Planning ☐MPA ☒PW/Parks ☐Employees ☐Rules/Special Studies ☐

INTERMUNICIPAL AGREEMENT POLICE TACTICAL TEAM COOPERATION

This agreement is made this st day of _____, 2014, between the Town of Vestal, a municipal corporation with its principal place of business at the Vestal Town Hall, 605 Vestal Pkwy. W. Vestal, New York, the City of Binghamton, a municipal corporation with its principle place of business at the Binghamton City Hall, 38 Hawley Street Binghamton, New York and the Village of Johnson City, a municipal corporation with its principal place of business at the Johnson City Village Office at 243 Main Street Johnson City, New York.

RECITALS

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

NOW THEREFORE, the parties do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

ARTICLE ONE Purpose of the Agreement

The purpose of this Agreement is to:

1. Establish and maintain a joint Special Weapons and Tactics Team by the Town of Vestal Police Department, City of Binghamton Police Department, and Village of Johnson City Police Department (hereinafter referred to as "Metro SWAT Team") that will be available to each participating entity in the event of an emergency in accordance with the provisions of this Agreement;
2. Formalize rules and regulations providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and fiscal responsibilities of each agency;
3. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment;
4. Provide for more efficient utilization of law enforcement resources and services.

ARTICLE TWO

Personnel and Equipment

Each party agrees that their police department will supply personnel, equipment and other available resources to the other as part of a joint Metro SWAT Team. The number of personnel, if any, and the amount or type of equipment to be contributed shall be determined by the party's police chief, or their designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in Metro SWAT team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

ARTICLE THREE

Retained Personnel and Equipment

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

ARTICLE FOUR

Compensation

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding tactical team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

ARTICLE FIVE

Control of Personnel and Equipment

The Incident Commander of the agency responsible for the geographical jurisdiction in which an incident occurs shall be in command of the operation(s) under which the Metro SWAT Team is requested. The Metro SWAT Team Commander shall report to the Incident Commander. Metro SWAT Team members will be under the supervisory control of the Metro SWAT Team structure during incidents and training events. Specifically, during incidents occurring within the City of Binghamton the Incident Commander will be a member of the Binghamton Police Department, during incidents occurring within the Town of Vestal the Incident Commander will be a member of the Vestal Police Department, and during incidents occurring within the Village of Johnson City the Incident Commander will be a member of the Johnson City Police Department.

Each party agrees that the selection of the SWAT Team Commander will be made jointly by the respective police chiefs, or their designees. Selection of team leaders and team operators will be made jointly by the respective police chiefs, or their designees, in consultation with the Team Commander.

Each party agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC)

ARTICLE SIX

Privileges and Immunities

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of the Metro SWAT Team when performing its functions within the public agency's territorial limits shall apply to the activities of Metro SWAT Team, team members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-n(c) and § 119-o GML, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

ARTICLE SEVEN

Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE EIGHT

Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

ARTICLE NINE

Administration

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing

bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE TEN

Compliance with Laws

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN

Approval, Duration and Termination

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 2018. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2xxx. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year below written.

TOWN OF VESTAL

CITY OF BINGHAMTON

By: _____

By: _____

VILLAGE OF JOHNSON CITY

By: _____

State of New York)

) SS.:

County of Broome)

On the _____ day of _____

in the year 2014, before me, the undersigned,

personally appeared

, personally known to me or proved to me on the basis

of satisfactory evidence to be the individual whose name is subscribed to the within instrument

and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her

signatures on the instrument, the individual, or the person upon behalf of which the individual

acted, executed the instrument.

State of New York)

SS.:

County of Broome)

On the _____ day of _____

in the year 2014, before me, the undersigned,

personally appeared

, personally known to me or proved to me on the basis

of satisfactory evidence to be the individual whose name is subscribed to the within instrument

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State of New York)

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County of Broome)

On the _____ day of _____

in the year 2014, before me, the undersigned,

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and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her

signatures on the instrument, the individual, or the person upon behalf of which the individual

acted, executed the instrument.



Legislative Branch

RL Number: 19-142
Date Submitted: 10/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Joseph T. Zukowski
Title/Department: Chief of Police
Contact Information: 772-7090

RL Information

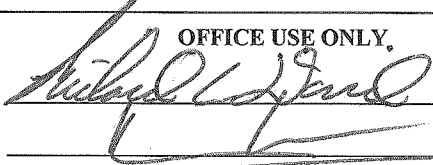
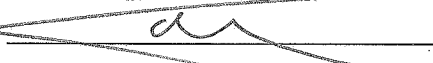

Proposed Title: Authorize the Mayor to enter into a ^{Agreement} ~~Agreement~~ with ~~City~~ Binghamton to provide Police Services

Suggested Content:

Additional Information

Does this RL concern grant funding? Yes ☐ No ☒
If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐
Is additional information related to the RL attached? Yes ☒ No ☐
Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY.	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input checked="" type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

ATTACHMENT 1

Scope and Schedule of Work City of Binghamton Police University Liaison Officer Job Description

The University Liaison Officer ("ULO") is a sworn member of the Binghamton Police Department having met all qualifying requirements as established by the City of Binghamton, State of New York and Division of Criminal Justice Services. The ULO follows the established chain of command of the Binghamton Police Department with the Chief of Police being the agency head.

The ULO will be selected by the Chief of Police of the City of Binghamton in consultation with Binghamton University and the Chief of Police of the New York State University Police at Binghamton University.

Specialized Duties

In addition to duties as a sworn member of the Binghamton Police Department, the ULO will perform the following duties.

1. Perform patrol duties on designated shifts in the areas of the City with the highest concentration of off campus students. Respond to calls involving students, student complaints or resident complaints about students.
2. Act as mediator to assist resolving issues between City residents and students.
3. Provide educational programming opportunities directed at both students and City residents on the topics of personal safety, alcohol and drug education and awareness, crime prevention, community and civic responsibility, current issues, town-gown relationships and other topics as appropriate.
4. Assist students in planning off-campus events and provide advice about state and local laws and City ordinances.
5. Attend scheduled meetings with University officials, City officials and public and private organizations. Serve on committees both on and off campus that deal with student issues.
6. Prepare statistical reports as necessary.
7. Work collaboratively with University Police and other University offices to develop policing strategies and initiatives specific to off campus student living.
8. Hold walk-in office hours (at the University Downtown Center) to provide availability to students and city residents.
9. Take official police reports, answer questions, resolve complaints and disputes and provide advice and assistance as needed.

The University will provide office space, including furniture, telephone service, and a computer for the ULO at the University Downtown Center.

The ULO selected to participate in the program will have a minimum of 5 years of service experience with the Binghamton Police Department. The ULO will demonstrate an in-depth knowledge of the issues involving off campus students, neighborhood relationships and town-gown relationships. He or she must have excellent communication skills and be committed to problem solving both proactively and after a situation arises.

The shift assignments and work hours will be jointly agreed upon by the City and the University and will likely include a combination of daytime and night time hours, working weekends, patrol responsibilities and office hours. The ULO will be allowed to flex his or her schedule (with permission of the Binghamton Police Chief) in order to increase availability to both the students and City residents.

The University agrees that if the ULO is absent for any reason; including but not necessarily limited to: in service training, sick leave, annual leave, disability, or workers compensation, then the position of ULO may be filled by the City with another police officer, selected in the same manner as the ULO. The City is not required to fill the ULO position for absences of five (5) working days or less.

BINGHAMTON UNIVERSITY

CITY OF BINGHAMTON

Michael F. McGoff
Senior Provost

Richard C. David
Mayor

Date

Date



Legislative Branch

RL Number:

14-143

Date Submitted:

10/1/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Bill Barber

Title/Department: Director of Parks & Recreation

Contact Information: 772-7017

RL Information

Proposed Title: Scope of services to have the Palumbo Group upgrade the bath house design

at Cheri Lindsey Park and Webster St. Park

A Resolution Authorizing the Mayor to enter into an Agreement with ...

Suggested Content: \$28,900 - H7110.525126.40914

(CAPITAL, UPGRESS POOL BATHHOUSE DESIGN)

Additional Information




Does this RL concern grant funding? Yes ☐ No ☒

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☒

Is RL related to previously adopted legislation? Yes ☐ No ☒

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input checked="" type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



Architects, Engineers
& Interior Designers

September 19, 2014

Mr. William Barber, Director
Parks & Recreation
City of Binghamton
City Hall - 38 Hawley Street
Binghamton, NY 13901

Dear Bill:

The Palumbo Group is pleased to submit the scope of services and the associated fees that we would provide for a study of the Cheri A. Lindsey Memorial Park and Webster Street Park pool houses in the City of Binghamton. We will be working with our MEP Engineers, GPI, and our pool consultants, Counsilman-Hunsaker throughout this study, and that is reflected in the fees below.

- | | | |
|----|--|------------|
| 1. | Meeting with Parks & Recreation staff of the City of Binghamton. The Palumbo Group and its consultants, GPI and Counsilman-Hunsaker will be in attendance. | \$2,300.00 |
| 2. | Field survey of the 2 existing buildings including all systems, Mechanical, Electrical, Plumbing & Structural. | \$4,100.00 |
| 3. | The opinion of costs with design & construction contingencies for all options. Costs supplied by TPG with input from GPI and Counsilman-Hunsaker on September 5, 2014 and emailed to Parks & Recreation. | \$3,300.00 |
| 4. | Preparation of CAD drawings of the existing buildings and engineering narratives on each discipline (Mechanical, Electrical, Plumbing & Structural). | \$1,200.00 |
| 5. | Programming and meeting with Engineering Park staff. | \$ 600.00 |
| 6. | Identify proposed new mechanical, electrical & plumbing systems. | \$ 800.00 |
| 7. | Review the pools and pool houses for deficiencies with regard to current local health code, federal law and industry standard. | \$1,000.00 |
| 8. | Prepare specific commentary on any necessary repairs, replacement or restoration of pool filtration system. | \$1,000.00 |

9.	Prepare a concept for a potential replacement of the pool mechanical systems.	\$2,000.00
10.	Research and documentation of applicable building codes.	\$ 500.00
11.	Conceptual design of new buildings.	\$2,000.00
12.	Conceptual design of existing buildings.	\$2,000.00
13.	Conceptual design of a spray pads.	\$ 700.00
14.	Meeting with staff to discuss conceptual designs of new & existing buildings and the spray pads.	\$ 500.00
15.	Cost estimates of all pool schemes and spray pads and for probable costs for the pool equipment.	\$3,800.00
16.	Meeting to discuss recommendations.	\$ 500.00
17.	Public meeting.	\$ 900.00
18.	Reimbursable expenses not to exceed \$1,700. This includes the Pool Consultant's flight, hotel, car rental & meals for site visit.	<u>\$ 1,700.00</u>
TOTAL		\$28,900.00

Upon request we can also provide the following additional services.

Prepare a sub-standard conditions report on the existing:

1. Pool structure and finishes
2. Accessibility provisions – A.D.A.
3. Deck equipment

There are a few items that we will need from your office if they still exist.

1. Original construction plans and specifications and/or subsequent construction documents for repair, renovation or replacement.
2. Operation and maintenance manuals for pool systems.
3. Any shop drawings if they exist.
4. Data or manufacturer's data on equipment now installed.
5. A written report on existing equipment problems or building problems and on-going maintenance problems.

Reimbursables and work outside this proposal will be billed at the attached rates.

If this proposal meets with your approval, we can provide a Standard AIA Agreement for the study or we can use an agreement provided by the City of Binghamton. After the agreement has been executed, it will take The Palumbo Group approximately 8 weeks to complete the study.

We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely yours,



John S. Palumbo, AIA



Architects, Engineers
& Interior Designers

HOURLY RATES FOR EMPLOYEES

Principal	\$140.00 per hour
Project Manager, Senior	\$124.00 per hour
Project Manager	\$109.00 per hour
Project Architect	\$109.00 per hour
Structural Engineer	\$109.00 per hour
M/E Engineer	\$ 95.00 per hour
Civil Engineer	\$109.00 per hour
Asbestos Project Designer Management Planner Building Inspector	\$109.00 per hour
Interior Designer	\$ 95.00 per hour
CAD Manager	\$ 86.00 per hour
Administrative/Clerical	\$ 49.00 per hour

Incurred direct expenses are in addition to the rates quoted, and are reimbursable at cost (telephone, meals, lodging, tolls, air, or rail travel. Automobile travel will be invoiced at the most recent IRS Standard Mileage Rates.

For additional services of consultants, a multiple of 1.15 x the amounts billed to the Architect for such services will be charged to the client.

For reimbursable expenses, a multiple of 1.15 of any amount expended by the Architect, the Architect's employees and consultants shall be charged to the client. Such reimbursable expenses shall include, but not necessarily be limited to, the following:

Fees necessary for securing approval of authorities having jurisdiction over the project; reproduction (see below), postage (including Courier/Express Mail Services), facsimile transmissions and handling of drawings, specifications and other documents (excluding those necessary for the use of the Architect and the Architect's employees and consultants); photography and/or renderings; and any other expense made solely for the purpose of the project. Parking, automobile or equipment rentals are also reimbursable expenses



Architects, Engineers
& Interior Designers

Reproduction Services:

Digital Bond

Each Drawings First Copy = \$0.75/s.f.
Additional copies reproduced from first copy = \$0.30/s.f.

Digital Vellum

\$2.00/s.f.

Digital Mylar

\$5.00/s.f.

Plotting

Bond @ \$.50/s.f.
Vellum @ \$1.25/s.f.
Mylar @ \$2.10/s.f.
Color CAD plots @ \$4.00 /s.f.
Color graphic plots @ \$8.00/s.f.
Digital Photo Prints @ \$1.50 per page

Copies @ \$0.23 per copy

TRAFFIC BOARD MEETING 997
Minutes
Mayor's Conference Room, 4th Floor, City Hall
Thursday, August 21, 2014

Call to Order. Called to order at 10:03 a.m. by Jared Kraham, Executive Assistant to the Mayor.

Traffic Board Member Present: Jared Kraham, Executive Assistant to the Mayor; William Lescault, Police Officer (representing Assistant Chief Yeager); Joseph Mihalko Councilman (representing Bill Berg);

Traffic Board Members Absent: William Yeager, Assistant Police Chief; Bill Berg, Councilman

Also Present: Daniel Correll, Police Sergeant (Retired); Katherine Davis, Principal Clerk; Tito Martinez, City Planning; Cyndi Paddick, BMTS

Approval of Minutes. Request to approve the minutes from Traffic Board Meeting 996, held on Thursday, July 17, 2014. Moved by Lescault, seconded by Mihalko.

Motion carried. (Vote 3-0-2)

Ayes: Kraham, Mihalko, Lescault

Nays: None

Absent: Berg, Yeager

ITEMS CONSIDERED

Washington Street and Hawley Street - Intersection walk light. This item is held until the next Traffic Board meeting in September because Mr. Holmes is absent. **Item held until next Traffic Board meeting on Thursday, September 18th.**

Back-in Parking on Court Street. Mr. Kraham reported that he will meet with Mr. Holmes in Engineering to make sure these parking spaces are accessible for handicapped parking spots on Court Street and report back at the September meeting.

Court Street and Milford Street. Mr. Bob Woodward requested that the stop sign be placed in a better position at this corner. Mr. Correll reported that the stop sign on Milford is a State owned sign and it is sitting back 30-40 feet from the corner. There appears to be a hole in the ground closer to the corner where there was a previous sign. Mr. Correll reported the following:

The Traffic Division received a July 3rd Inter Department Correspondence from Traffic Board Chairman Jared Kraham to review the placement of a Stop Sign on Milford Street, south bound, at Court Street. The IDC implied that constituents in that neighborhood feel that it is too far from the intersection and if they stopped at its present location they would not have an adequate line of sight to the Court Street traffic.

The Traffic Division upon reviewing found a state inserted sign pole with a stop sign attached to control south bound traffic on the west curb line of Milford Street. The sign was about forty feet north of the intersection of Court Street. Although its present location was back at a point that if motorist initially stopped in advance of the sign they could not see traffic on Court Street, this would not impede them from pulling forward and stopping again prior to the intersection to view the cross traffic again.

The Traffic Division, upon further observing that corner where a more appropriate location could be for a stop sign, did locate a hole in the pavement where it appears that a sign may have been previously placed. This location did not appear to obstruct any line of sight or pedestrian passage.

*Upon contacting Tony Signorelli, Traffic Engineer, NYS DOT Traffic and Safety of the concern he did detail a crew to review it and after, advised that even though the present location did not appear to be in error that he would have the sign moved to the point more closer to the intersection. **No action needed.***

Chenango Street and West State Street. Councilwoman Lea Webb requested that Traffic Board look into the pedestrian walking infrastructure at the entrance to the K-Mart plaza. Mr. Correll reported the following:

The Traffic Division received a request from Traffic Board Chairman Jared Kraham at the July, 2014, Traffic Board meeting to review the pedestrian walking infrastructure at the intersection of Chenango and West State Street and the entrance to the Binghamton Plaza (K-Mart entrance). The request appears to be a concern with pedestrians crossing the street at that location and then once across the street access to the businesses which are on the far side of the plaza.

The first concern may be due to the lack of pedestrian (cross/don't cross) controls at that location. A study to determine if they are warranted would have to be conducted over a period of time. If they are warranted for the intersection then a budget line item would have to be created and then purchased. If it is not warranted then the existing structure appears to be adequate as those crosswalks are in place and pedestrians would have to obey the traffic signals for that area.

The second concern would appear to be a plaza management issue, as this is private property. Once the pedestrians crossed the intersection from the east side of the street to the west side and enter the plaza property there is no walkways of designated pedestrian lanes. This issue would affect not only the pedestrians entering the plaza but also motorist parking their vehicles in the parking area and then walking to the businesses.

The only other obvious issue would be the lack of a sidewalk on the west side of the street parallel to West State Street. An engineer study would have to be done to determine the public access to that side of the street and then installed if indeed there is a city right of way along that curb line.

Ms. Paddick will check with Scott Reigle from BMTS to see what the results of the walking audit were and she will report back to Traffic Board. Mr. Kraham will speak with Mr. Holmes regarding the upcoming 2015 projects and report back to Traffic Board. **Both Ms. Paddick and Mr. Kraham will report their finding at the next Traffic Board meeting on Thursday, September 18th. Item held.**

Leroy and Front Streets Traffic Light. M&T Bank and River House are having issues at this location because the traffic is backing up due to construction on Riverside Dr. They would like a four way flashing light at this intersection during the construction period. DPW will look into the timing of the current lights to see if they can be adjusted to provide more time for people to exit the two facilities. This item is held until the next Traffic Board meeting in September because Mr. Holmes is absent. **Item held until next Traffic Board meeting on Thursday, September 18th. Item held.**

351 Front Street. At the August Traffic Board meeting, Ms. McCullen presented the applicant's proposal for constructing an addition to the existing building which is currently operating a towing, auto repair and car rental business. Trucks will have to back into the facility on Franklin. There is potential for extra noise due to the extra amount of trucks coming and going. At today's meeting, Mr. Martinez reported that company removed the parking on the east side of the lot to allow for trucks to park and move around. They need Traffic Board approval for an 80 foot curb cut variance. Mr. Kraham suggested a weight limit sign on Franklin Street and Mr. Correll suggested that a "Local Truck Traffic Only" sign be installed as well. **The decision on the two signs will be held until next Traffic Board meeting on Thursday, September 18th. Item held.**

Motion for approval of an 80 foot curb cut variance on Franklin Street.

Moved by Mihalko, seconded by Lescault

Motion carried. (Vote 3-0-2)

Ayes: Kraham, Mihalko, Lescault

Nays: None

Absent: Berg, Yeager

Holiday Inn-Downtown. The Holiday Inn requested directional signage be posted near Prospect Street. Mr. Correll reported that the owner feels that his customers are having a hard time finding the hotel due to the highway construction. The owner would like a sign that says “Holiday Inn” with double arrow directions. If approved, the hotel will have to purchase the signs and the city would post them. This item is held until the next Traffic Board meeting in September because Mr. Holmes is absent. **Item held until next Traffic Board meeting on Thursday, September 18th.**

100 Chenango Place. A request by Bethany Finch for a “Yield to Pedestrians” sign to be installed at this location. Mr. Correll reported the following:

The Traffic Division received the attached correspondence from Traffic Board Chairman Jared Kraham, directed to the Mayor Rich David’s office, from Bethany Finch, president of the Tenants Association, 100 Chenango Place, with a concern for the residents at that senior citizen housing location crossing the street.

The Traffic Division responded to the area to review the concern. Chenango Street is a two lane, north-south roadway. A pedestrian crosswalk is marked on the pavement from the east to the west curb line of Chenango Street. There is on street parking along the west curb line that is in compliance with the NYS Manual of Uniform Traffic Control Devices for the appropriate distance to maintain an adequate line of sight for pedestrians using the crosswalk.

To address the concerns of the residents of that area there are two options:

- a) Yellow Diamond Angle Warning Sign with pedestrian symbol in crosswalk in advance of the crossing in each direction to alert motorist that there is a crosswalk ahead.*
- b) In Street portable stop for pedestrian in crosswalk sign alerting motorist to stop for pedestrians in the crosswalk.*

The first one is a warning only sign and the second one is an enforceable sign that motorist must stop for pedestrians using the crosswalk.

Ms. Paddick will look at this location and report back at the next Traffic Board meeting on Thursday, September 18th. Item held.

Oak Street and Leroy Street Traffic Light. Kraham reported that a tractor trailer hit the signal and damaged it in the process. The traffic light came down and there is a temporary four way stop currently in place. Ms. Paddick reported that a four way stop is warranted at this intersection and is the right thing if there is no signal. She stated that a four way stop is needed, a two way stop would not suffice. Ms. Paddick suggested that a memo should be sent to the Binghamton City School District of the change. Mr. Kraham will inform Dr. Penna about this new change, before the school year begins.

A motion to install four permanent stop signs with “4 way” on the sign, change the parking spaces as needed and install all necessary painting on the streets and then review the intersection in 6 months to see if there are any issues.

Moved by Mihalko, seconded by Lescault

Motion carried. (Vote 3-0-2)

Ayes: Kraham, Mihalko, Lescault

Nays: None

Absent: Berg, Yeager

Chenango Street and Eldridge Street Intersection. A large building on the west side of Eldridge Street makes it very difficult for motorists to see oncoming traffic from the north side. A request was made to install a “No Turn on Red” sign at this corner to avoid any potential accidents. **Traffic will look into this and report back at the next Traffic Board meeting on Thursday, September 18th. Item held.**

Beethoven Street and Leroy Street Accidents. Mr. Mihalko requested that this intersection be reviewed by Traffic Board because there have been three accidents in one month. Mr. Correll reported the following:

The Traffic Division received the attached correspondence from Councilman Joseph Mihalko showing pictures of a motor vehicle into the fence of a resident at a 144 Leroy Street and a citing a concern that there is an increase in the number involving motor vehicle incidents at the intersection of Leroy Street and Beethoven Street. Mr. Mihalko also cites the need to finish street striping and crosswalk painting He also inquires if one traffic control device (traffic lights) can be replaced with another (four way stops), It is assumed that he feels this action would reduce or eliminate motor vehicle incidents at that intersection.

The Traffic Division responded to the above intersection to review the immediate area to see if there was any change in the area to provoke an increase in reported motor vehicle incidents. The Traffic Control Device was operating in proper sequence. There were no obstructions to the light. The only observable change to that area was a detour route established to move motor vehicle traffic off of Riverside Drive and onto adjacent streets during the upgrade street construction of Riverside Drive.

The Traffic Division also reviewed the reported motor vehicle accidents at the intersection of Beethoven Street and Leroy Street for the last three years. Nine reports directly related to that intersection were found;

2012 - 1

2013 - 3

2014 – 5.

Of the five incidents in 2014 one was in June, two were in July and two in August. In reviewing those incidents none appeared related. Two incidents involved driver inattention in not knowing if they had a green light; one involved a turning incident where he failed to control his vehicle; one involved a vehicle yielding to pedestrian traffic crossing the roadway against the traffic light and upon the operator resuming his travel was struck by a motorist who observed the pedestrian traffic but not the other vehicle and proceeded into the intersection when the light changed to green and was in collision and the last one involved a motorist disregarding the traffic control and was in collision with another vehicle.

At this time the Traffic Division finds no recourse to eliminate the increase in incidents, but will review the intersection periodically to attempt to detect any faults to assure public safety during the increased traffic through the area.

Ms. Paddick will look into this location and review the accidents reports and report back at the next Traffic Board meeting on Thursday, September 18th. Item held.

Adjournment. Motion to adjourn at 10:49 a.m.

Moved by Mihalko, seconded by Lescault

Motion carried. (Vote 3-0-2)

Ayes: Kraham, Mihalko, Lescault

Nays: None

Absent: Berg, Yeager



REQUEST FOR QUALIFICATION

BINGHAMTON METROPOLITAN TRANSPORTATION STUDY

COMPREHENSIVE DOWNTOWN PARKING STUDY AND STRATEGIC PLAN

CITY OF BINGHAMTON, NY

OCTOBER 2014

BMTS

Request for Qualifications
Binghamton Metropolitan Transportation Study
Comprehensive Downtown Parking Study and Strategic Plan
City of Binghamton, NY

I. Introduction

BMTS is seeking a qualified consultant to compile and develop a comprehensive Inventory, Management, and Strategic Plan for Public Parking resources in the Central/Downtown Business District in the City of Binghamton, NY. The goals of this project are as follows:

- Review and assess the existing and future demand of all public and private parking resources, including parking ramps, parking lots, metered and non-metered/on-street locations.
- Analyze operational relationship between existing parking resources and demand for parking based on location type and land use.
- Identify deficiencies based on current and future parking demands at all existing parking locations.
- Describe and propose new strategies that will either mitigate deficiencies or provide and promote optimal conditions for continued growth and development within the central business district, in a manner that is consistent with public interests as referenced, described in the municipal Comprehensive Plan or related sources.
- Analyze impact on bicycle, pedestrian traffic and transit on parking demands and locations.
- Project future parking demands by target locations and magnitude based on anticipated growth.
- Analyze historical data. The Task Force Steering Committee can assist in identifying perceived problems in the study area, special event issues, ramp utilizations, business needs, and accommodations for handicap citizens. Historical CBD employment, residential, commercial uses and parking.

II. Background

Recent investment and growth has generated new vehicular and pedestrian traffic within the Central Business District of Binghamton. Consequently, many new and old businesses have been confronted by the actual or perceived challenges imposed by the particular type, quantity, and location of parking resources now present within this key area of the City. If the level of development is sustained or increased in the future, there may be new or unexpected pressures on the public parking resources. This could, in turn, exacerbate known problems or expose limitations on current systems and existing infrastructure. In response to this situation and constituent interest, the City will obtain a Comprehensive Parking Study with defined changes and improvements to meet current and future demands. The study area is shown in Figure 1.

III. Project Schedule

BMTS and the City of Binghamton intend to complete this project expeditiously, and the ability to accommodate the schedule will be considered during the consultant selection process.

Send out RFQ	October 15, 2014
• Receive RFQ responses	November 5, 2014
• Short-list Firms	November 19, 2014
• Complete Interviews	December 8, 2014
• Select Consultant	December 8, 2014
• Complete Consultant Negotiations	December 15, 2014
• Legislature Approval of Agreement	January 22, 2015
• Start Study	February 1, 2015
• Complete Study	July 2015

IV. Scope of Services

The following is an outline of the key components of the scope of work for the Comprehensive Parking Study. It is intended that this scope will be reviewed during negotiations with the selected consultant.

1. Assessment of Existing Conditions and Existing Demands

- a. Compile and review all existing studies, plans, data, and technical information, including but not limited to: all relevant plans prepared or commissioned by BMTS or Broome County Planning; Binghamton Comprehensive Plan (current) and Comprehensive Plan Update; city of Binghamton Department of Engineering studies prepared or commissioned by NYSDOT Region 9 Planning; studies or plans prepared by or on behalf of the municipal Local Waterfront Commission. The purpose of this review will be to utilize data and information that will be relevant to this study.
- b. Identify periods of peak demands, minimal utilization and turnover rates for each type of parking.
- c. Identify current barriers and shortfalls
- d. Where existing information is inadequate, prepare and compile an inventory of public and private parking resources that provide the location(s), type, and quantity.
- e. Interview potential stake holders to identify current concerns and problems with the existing parking.
- f. Evaluate special use and special needs, including accessibility and commercial loading, with particular emphasis on undeserved or vulnerable populations and consumers with specialized or exceptional requirements for use.
- g. Evaluate impact of seasonal conditions, special events, street-based enterprise (s) such as food trucks, etc.
- h. Evaluate reasonable walking distance based on National statistics and coordinate the walk able community incentive.
- i. Evaluate the potential for use of parking lots for special off peak demands.
- j. Evaluate the impact of parking within the study area, if the Collier Street Ramp was closed for reconstruction.

2. Analysis of Future Demand

- a. Prepare an estimate of future demand for public parking resources, based on growth predictions and type of land use growth provided by the City.

- b. Identify and describe new additional services and infrastructure that may be required to meet or address predictions.
- c. Evaluate the economic and technical feasibility of upgrading existing facilities vs. developing new facilities, in a manner that addresses current conditions and anticipated need. This study won't include structural analysis.
- d. Identify and evaluate potential locations for new facilities and potential future facilities. Identify sites which would best meet existing and future demand for service.
- e. Provide cost estimates that can be used for future planning budgets and development schedule for proposed improvements including phased development.
- f. Provide cost per space for surface and ramp parking

3. Strategic Plan for Operation & Development

- a. Identify and describe a minimum of three, future development scenarios, with associated legislative and basic policy framework for each. Note: one of three is "no change".
- b. Identify and describe potential funding resources and investment strategies required to support proposed improvements under future development initiatives, such as: public-private partnerships; in-lieu parking fees; assessment districts; impact fees; business improvement districts; tax increment financing; parking revenue bonds; general obligation bonds; grants; permits or fees; TIF or other innovative financing.
- c. Identify and describe new operational procedures or management policy required for optimal use of new or existing parking resources.

4. User Experience

- a. Identify smart technology that could provide real-time space availability sensors, networked meters, and other technological advancements in parking management that have made user experience more enjoyable, reduce traffic, increase business and parking revenues, simplify the process of

adjusting prices, and can maintain data about ongoing utilization.

- b. Identify parking way finding signage that creates a consistent, clear, and helpful system that helps people find parking lots and garages. In addition, the way finding signage that could indicate when a parking garage is full and direct drivers to nearby garages and signage for walking times to major attractions.
- c. Identify operations, measures, and strategies that can provide a safe, clean, and welcoming experience at parking facilities. This could include lighting upgrades etc.

5. Public Participation

- a. Two public information meetings are planned before the final report is completed.
- b. Two meetings with City Council are planned before the final report.
- c. Two meetings with stake holders are planned before final report.
- d. Two meetings with City of Binghamton Traffic Board and consultation with the board as needed.

V. Project Deliverables

- 1. Preliminary Findings and Report
- 2. Draft (Final) Report
- 3. Final Report – in addition to analysis and findings, the Final Report will include the following features:
 - a. Data Mapping – ArcGIS mapping for all data used to complete plan or formulate recommendations (ref: Example, <https://data.sfgov.org/Transportation/Parking-meters/7egw-qt89>)
 - b. Website – ready to install web pages as required to publicize and summarize project for general constituency, including illustrative graphics and dynamics displays to illustrate most critical data or most salient information.
 - c. 20 hard copies and electric version of the final report

VI. Submission Requirements

Qualifications package are due and must be delivered at or before 3:00pm (Eastern Daylight Time) to:

John A. Flynn, Jr., Director of Purchasing
Fourth Floor, Broome County Office Building
60 Hawley Street
P.O. Box 1766
Binghamton, New York 13902-1766

1. Submit one (1) electronic copy and eight (8) paper copies of complete qualifications package.
2. The submittal should be typed and adequately describe the qualifications of the firm.
3. All proposals are to be submitted in a sealed package, clearly marked with the firm's name, address and phone number and the words "RFQ – Comprehensive Downtown Parking Study and Strategic Plan". Only one proposal per firm will be considered.
4. The Proposing firm shall submit the following information with the package, including the same information on subcontractors, in the following format:
5. The qualification package shall not be more than 15 pages excluding resumes
 - a. Cover Letter – in no more than (1) page the firm should provide the name, address and phone number of the consultant, the primary contact name and phone number, any qualifying statements or comments regarding the proposal and identification of any sub-consultants and their responsibilities. The signed letter should also include a paragraph stating that the firm is unaware of any conflict of interest in performing the proposed work.
 - b. Statement of Qualifications – This portion should include a general description of the qualifications of the firm, relevant technical experience, and specialized expertise for requested services.
 - c. Resumes – Provide single page resume for Project Manager and key staff. In firms with multiple offices, the office location

of all project personnel must be identified. After selection of the firm by

The qualifications of the firms will be reviewed and no less than three firms will be selected for interviews. Interviews will be conducted by the Parking Study Consultant Selection Team. After the interviews the firms will be ranked. BMTS and City of Binghamton staff will negotiate the final scope of work and fees with the top ranked firm. Upon completion of successful negotiation with the selected firm the Broome County Legislature must approve the contract with the firm selected.



Legislative Branch

RL Number:

14-144

Date Submitted:

10/6/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Gary Holmes

Title/Department: Commissioner of Public Works

Contact Information: 772-7021

RL Information

Proposed Title: Establish line A1440.54455 Street Repairs. Transfer funds for Street Repairs from various lines (attached) to A1440.54455 Street Repairs

Suggested Content:

Additional Information



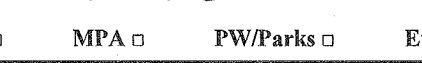
Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 10/03/2014

I respectfully request the below described transfer of funds due to the following reasons:

Fund street repairs

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
see attached		

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: _____

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: _____

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds **APPROVED** ☐ / **DENIED** ☐ on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

Transfer of Funds

From Budget Line (No. and title)	To Budget Line (No. and Title)	Amount
A8664.51000 Personal Services - Code Inspector - Rental Reg	A1440.54455 Street Repairs	\$ 11,250.00
A1440.51000 Personal Services - Senior Engineer	A1440.54455 Street Repairs	\$ 22,800.00
A1650.51000 Personal Services - Master Electrician	A1440.54455 Street Repairs	\$ 23,140.00
A7110.51000 Personal Services - MEO	A1440.54455 Street Repairs	\$ 17,639.00
A8160.51000 Personal Services - MEO	A1440.54455 Street Repairs	\$ 9,110.00
A5110.51000 Personal Services - MEO	A1440.54455 Street Repairs	\$ 8,955.00
A9030.58000B Social Security	A1440.54455 Street Repairs	\$ 7,106.00
		\$ 100,000.00

Transfer Request Approval:

A8664.51000

Gy R. Klen

A1440.51000

Gy R. Klen

A1650.51000

Gy R. Klen

A7110.51000

Carol Amelunxen

A8160.51000

Gy R. Klen

A5110.51000

Gy R. Klen



Legislative Branch

RL Number:

14-145

Date Submitted:

10/6/14

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Robert Murphy

Title/Department: Economic Development Director

Contact Information: 772-7161

RL Information

Proposed Title: Transfer funds for demolitions from various line (attached)

to A1440.54410 Professional Services

Suggested Content: 53 Mary St, 111 Walnut St,
488 Chenango St, 490 Chenango St, 20 Lisle
- photos attached

Additional Information




Does this RL concern grant funding? Yes ☐ No ☐

If 'Yes', is the required RL Grant Worksheet attached? Yes ☐ No ☐

Is additional information related to the RL attached? Yes ☐ No ☐

Is RL related to previously adopted legislation? Yes ☐ No ☐

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s):

OFFICE USE ONLY	
Mayor:	
Comptroller:	
Corporation Counsel:	
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>



CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

REQUEST FOR TRANSFER OF FUNDS

Transfer requests of \$2500 or less must be approved by the Comptroller.

Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.

Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller
c/o Board of Estimate and Apportionment
38 Hawley Street
Binghamton, NY 13901

Date: 10/03/2014

I respectfully request the below described transfer of funds due to the following reasons:

Fund demolitions

From Budget Line (No. and Title)	To Budget Line (No. and Title)	Total Transfer Amount
see attached		

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: _____

Date: _____

OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: _____

Date: _____

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: _____

Date: _____

Transfer of funds **APPROVED** ☐ / **DENIED** ☐ on _____. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: _____

Date: _____

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: _____

Date: _____

Transfer of Funds

From Budget Line (No. and title)	To Budget Line (No. and Title)	Amount
A1210.51000 Personal Services - Executive Asst to the Mayor	A1440.54410 Professional Services	\$ 9,230.00
A1680.51000 Personal Services - Hardware/Software Tech	A1440.54410 Professional Services	\$ 3,845.00
A8664.51000 Personal Services - Code Enforcement Officer	A1440.54410 Professional Services	\$ 13,300.00
A8664.51000 Personal Services - Code Inspector	A1440.54410 Professional Services	\$ 2,400.00
A1310.51000 Personal Services - Principal Acct Clerk/Jr Acct	A1440.54410 Professional Services	\$ 23,030.00
A3410.51000 Personal Services - Firefighter GR1	A1440.54410 Professional Services	\$ 43,780.00
A3410.51000 Personal Services - Firefighter ProbA	A1440.54410 Professional Services	\$ 9,000.00
A3410.51000 Personal Services - Firefighter ProbA	A1440.54410 Professional Services	\$ 9,000.00
A3410.51000 Personal Services - Firefighter ProbA	A1440.54410 Professional Services	\$ 9,000.00
A6889.51000 Personal Services - Director of Ec Dev	A1440.54410 Professional Services	\$ 5,000.00
A6889.51000 Personal Services - Ec Dev Spc Fin Analyst	A1440.54410 Professional Services	\$ 9,580.00
A1440.51000 Personal Services - City Engineer	A1440.54410 Professional Services	\$ 9,500.00
A8684.51000 Personal Services - Chief Planner	A1440.54410 Professional Services	\$ 16,465.00
A9030.58000B Social Security	A1440.54410 Professional Services	\$ 12,470.00
		\$ 175,600.00

Transfer Request Approval:

A1210.51000

Richard D. Dail

A1680.51000

Spencer Capt

A8664.51000

J. R. Kler

A1310.51000

R. K.

A3410.51000

Daniel L. Thomas

A6889.51000

R. K.

A1440.51000

J. R. Kler

A8684.51000

Jim Huber Sheriff

SHO
 CONTAINER & DESIGNATED LUM UNDER / Kestrel



488-490 CHENANGO



* 20 Lisle *

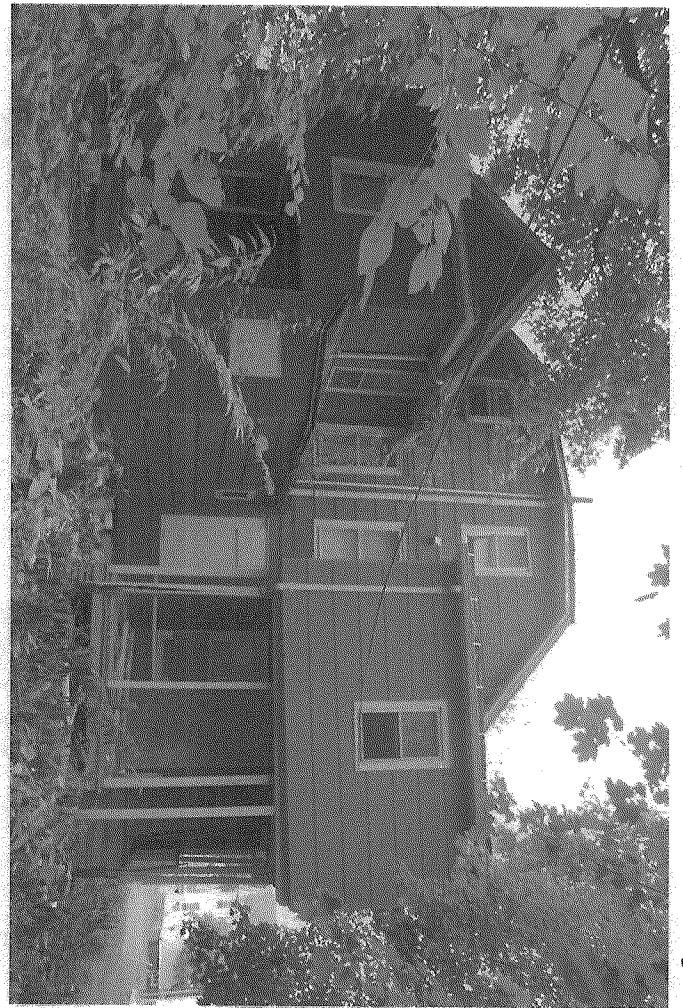


53 Mary



* 11 Walnut *





111 Walnut St

